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Current Topics.

The New Judge.

BY the lamented death of Mr. Justice SWIFT, the number of puisne judges in the King's Bench Division having been brought down to sixteen, the Lord Chancellor has been enabled to nominate, in reality to appoint, a new judge without the necessity of an address being presented to His Majesty from both Houses of Parliament "representing that the state of business in that Division requires that the vacancy should be filled," and the choice of the Lord Chancellor has fallen upon Mr. FREDERICK JAMES TUCKER, K.C., who, since he took silk in 1933, has come more and more to the front in the conduct of heavy litigation, including the many intricate problems set by recent Rating Acts. With a quiet, self-possessed manner, and with a sound knowledge of law, he has presented his cases to the court neatly and effectively. To his new duties he brings judicial experience gained during his tenure of the Recordership of Southampton, which has no doubt proved an eminently useful training for the more important work that will now fall to him. For many years he has done valiant service in the interests of the Barristers' Benevolent Association—a deserving institution which will no doubt still receive his sympathy and support.

Third Party Risks.

DURING the past few months we have had occasion to refer to statements made by the late Mr. JUSTICE SWIFT and ATKINSON, J., concerning the incompleteness of the protection afforded by the law relating to compulsory third-party motor insurance (81 SOL. J. 506, 618). The recent decision in *Jones* v. *Welsh Insurance Corporation, Ltd.* (noted *infra*), points to another respect in which existing statutory provisions must be regarded as unsatisfactory if it is thought that an injured party should invariably be in a position to recover compensation irrespective of the means of the driver or owner of the vehicle. It will be remembered that s. 10 of the Road Traffic Act, 1934, imposes upon insurers certain duties to satisfy judgments against persons insured in respect of third party risks, and that under s. 12 of the same Act, so much of a policy as purports to restrict the insurance of the persons insured by reference to such matters as the age or physical or mental condition of the driver, the condition of the vehicle, the number of persons carried, etc., is of no effect (so far as the liability of the insurer to meet the claim is concerned) with reference to the liability required to be covered by a policy under s. 36 (i) (*b*) of the Road Traffic Act, 1930—namely (with the exception of matters set out in the proviso) the death or bodily injury to any person caused by or arising out of the use of the vehicle on a road. The scope of the matters enumerated in s. 12 is not, of course, necessarily co-terminous with that of restrictive conditions capable of being inserted in policies, and it may well happen, as was the case in *Jones* v. *Welsh Insurance Corporation, Ltd.*, that an injured party may be unable to recover owing to the breach of a condition by the insurer. "The public," GODDARD, J., said in the course of his judgment in that case, "believe, and with reason, that the Road Traffic Acts insure that if they have the misfortune to be injured by a driver's negligence, they will at least be compensated for themselves or their dependents, knowing nothing of the pitfalls which still abound in policies in spite of s. 12 of the Act of 1934. No one can fairly expect insurers to pay on a risk additional to that for which they have received a premium. On the other hand, no one supposes that (the owner of the car) realised that by asking his brother to bring a sheep up to the house in the car, he was (by thus using the car for business purposes) putting himself in the position of an uninsured person." Such a lacuna in the law may well be regretted, and there seems to be much to be said for the introduction of amendments which would justify the public confidence, and eliminate what the learned judge described as "pitfalls" of this character.

The Magistrates' Association.

IN view of the report elsewhere in the present issue of the Sixteenth Annual Conference of the Magistrates' Association, which took place at the Guildhall on 20th October, it is unnecessary to go into detail here concerning the matters discussed, but it may not be out of place briefly to indicate some of the more important points which were dealt with in the course of the various addresses and papers. The Lord Mayor, who opened the conference, alluded to the successful working of the Money Payments (Justices Procedure) Act, 1935, a fact which was endorsed by the Lord Chancellor, who opened the afternoon's proceedings. The Chairman, SIR E. MARLAY SAMSON, K.C., alluded to the approval accorded by the Departmental Committee on Summary Jurisdiction to the combined use

of professional and lay justices—a reform which only awaited legislation and which, if adopted throughout the country, would, he urged, lead to valuable uniformity in administration. He also advocated an amendment to s. 24 of the Criminal Justice Act, 1925, to remove the obligation which lay on justices to hear the past record of an accused person before adjudicating upon the charge. The subject of "registered clubs" was dealt with in a paper by Mr. G. A. BRYSON; that of "The Treatment of Young Delinquents" by Mr. B. L. Q. HENRIQUES. In an address on matrimonial courts, Miss IRENE WARD emphasised the value of conciliation procedure and of the removal of matrimonial disputes from the atmosphere of the criminal courts, and Mr. LEO PAGE dealt with considerations affecting the administration of the juvenile courts. As has already been stated, the Lord Chancellor, who was re-elected President of the Association, dealt with the working of the Money Payments (Justices Procedure) Act. He also recommended that steps should be taken to limit the number of justices sitting in court, explained the principles by which he guided himself in creating new magistrates, and urged those incapacitated by infirmity or non-residence to resign from the commission.

Town and Country Planning.

THE recent publication entitled "Housing and Town and Country Planning" (H.M. Stationery Office, price 1s. net) contains, in addition to extracts from the annual report for 1936–37 of the Ministry of Health, some further particulars of town planning appeals. We have already dealt with the report and do not propose to devote further space to it here. Some of the additional appeals contain matter of very considerable interest, not only from the viewpoint of those actively engaged in professional work of the character involved, but also for those concerned in the every day purchase and sale of property. The value of property to a purchaser in many cases may be largely reduced by restrictions imposed upon the use of the same by a scheme, or enhanced by similar restrictions relating to the use of neighbouring property, and thus the decisions of the Minister of Health on the appeals dealt with become, as indicative of the policy followed in borderline cases, of wide importance to all purchasers of land within the scope of a scheme and, in consequence, to their professional advisers. In this and the following paragraphs we shall be mainly concerned with general considerations and it will only be possible within the space at our command to allude to some of the decisions which seem to be of most general importance. Readers desiring further particulars must be referred to the publication in question. One the subject of shops in residential areas it is stated that appeals have been numerous but, as usual, few of them have presented serious difficulty. The most difficult cases are thought to be those where it is proposed to establish a complete business centre on a site suitable in itself so that no injury to "amenity"—an ugly word, but one difficult to avoid in this connection—can be alleged, but where the local authority considers either that an additional centre is unnecessary, or that the particular site is not the most convenient for the public at large. The report sets out the facts in two such appeals from refusals by the authorities which were dismissed. Proposals for isolated shops seldom present difficulty, but an example of one such appeal, which was allowed, is given where the appellant desired to erect a flower shop opposite the gate of a large cemetery. Other cases in the same part of the report relate to the use and erection of industrial buildings and schools in residential areas. An interesting case was that of the owner of a large house and garden in a pleasant open residential district who desired to put up a one-storey building in the garden which his wife could use for designing and making up dresses. Six pupils would be employed, but no sale would take place on the premises. An appeal against the local authority's refusal was allowed, subject to the conditions that no machines other than sewing machines should be used on the premises, and that the building should not be extended without the consent of the authority.

Flats.

READERS may remember that s. 34 of the Town and Country Planning Act, 1932, enables undertakings to be given by an owner to be enforced by the authority against him and those deriving title under him as if they were restrictive covenants. Particulars are given in the report of a case where the local authority's refusal of permission for the erection of a block of flats was based on the ground that the population of the flats would exceed the standard of one hundred persons per net acre recommended by the Advisory Committee. The authority was prepared to give its consent if the developer would enter into agreement under s. 34 that the number of occupants would not exceed the aforesaid standard. This was refused. According to the Minister, when the Advisory Committee recommended that the density of flats should be controlled according to the probable population, it did not intend that one hundred persons per acre should be the maximum number of persons who should be permitted to occupy a block of flats. The application had, therefore, proceeded on a wrong basis, but as the probable population estimated from the number of rooms would be much above the density recommended, the building would be too large for the site, and the appeal was dismissed. In another case the Minister dismissed an appeal from a refusal of permission to erect flats on a green surrounded by eighteenth-century buildings of considerable architectural merit, agreement being expressed with the local authority that the natural form of development round the green was by single family dwelling-houses, and that a block of new flats would be conspicuously out of place. The case provides an interesting example of the facilities afforded by the Act for "the preservation of buildings and other objects of interest or beauty." In yet another, as it is described, "very different case," the Minister negatived the refusal by the local authority of permission to lay out a self-contained area of back land, ten acres in extent, with two-storey flats. The area was zoned for twelve houses to the acre, and the Minister considered that it was impossible to maintain that flats of the kind proposed, designed very much as dwelling-houses, would do any harm to adjoining properties, none of which even faced the site under appeal. The last two appeals admirably illustrate the principles by reference to which the Minister guides himself in allowing and dismissing appeals in matters of this nature.

Alterations of Existing Buildings.

WITH regard to the alterations and extensions of existing buildings, it is noted that under s. 19 of the Town and Country Planning Act, 1932, compensation cannot be excluded for building restrictions (except restrictions on the ground of injury to health, etc., and building line restrictions) unless satisfactory provision is made in a scheme for "reasonable alterations and, in proper cases, extensions of existing buildings." In one or two appeals affecting existing buildings, it is stated, authorities have thought it sufficient to show that the building was not in accordance with the primary zoning of the area, and that the extension or alteration was not within the automatically permitted class. But the Minister emphasises that each case has still to be considered on its merits and stresses the fact that it is often a serious matter, particularly for an industrial or commercial undertaking, to be prevented from extending its premises as business expands. In his view the mere fact that the extension will confirm the use, or make it more expensive for the authority subsequently to remove it should it wish to do so, is not as a rule in itself sufficient warrant for refusal of permission. The report also deals with the position where it is desired to extend

a building which conflicts with a proposed road widening or reservation of land for any other purpose. In this case the owner will have to be compensated, and the question for the authority is one of financial expediency. Where the owner is damaged by a refusal of permission there ought, it is said, to be an offer of contribution under s. 10 (4), and the question is whether it is better to make a contribution at once, or allow the extension, with consequent enhancement of the price which has later to be paid for setting back the building.

Development.

THE report contains particulars of a number of appeals against refusals of local authorities to allow building development owing to drainage difficulties, the erection of isolated houses, and the employment of what may be described as the modern style. These cases cannot be considered here, but it is of interest to note that the Minister upheld decisions of local authorities in forbidding the erection of a concrete flat-roofed bungalow in a picturesque village containing many old thatched cottages, thatched barns, and houses constructed of traditional materials; in rejecting plans, on the grounds of disfigurement, for a bungalow which was to be half weather-board, half asbestos sheeting, mounted on brick piers, gabled, and with diagonal roof tiling, which was to occupy a site on one of the highest points in a pleasant undulating stretch of country; and in refusing to countenance a layout of sixteen houses on the ground that it would be unsightly. Considerations of space forbid reference to the many other interesting decisions recorded in the report, but enough will have been said to indicate the general lines upon which the Act is being administered and the work of preservation and guidance which is being done under it.

Recent Decisions.

IN *B. Davis, Ltd.* v. *Tooth & Co., Ltd* (p. 881 of this issue), the Judicial Committee of the Privy Council upheld a decision of HALSE ROGERS, J. (of New South Wales), who awarded the appellants £7,444 (£9,305 in new Australian currency) damages for breach of an agreement whereby the respondents were granted by the appellants sole selling rights, for a period of ten years, of certain brands of Scotch whisky in New South Wales. The agreement required the respondents to devote the principal part of their energies so far as Scotch whisky was concerned by means of themselves, their travellers and others to pushing the sale of the said brands and provided that they should not "take any interest" in other brands, though they might meet orders for proprietary brands and sell their existing stocks. Both parties appealed to the Full Court of the Supreme Court of New South Wales, which reduced the damages to a nominal sum, and the Judicial Committee held that this decision should be set aside, except in so far as it dismissed the appellants' claim for greater damages than had been awarded by the trial judge. LORD ROCHE intimated that the respondents were fundamentally in breach of their contract in performing it with activity or comparative passivity as it suited their own business purposes.

In *Rex* v. *Sussex Justices: ex parte Tamplin and Sons' Brewery (Brighton) Ltd.* (p. 885 of this issue), a Divisional Court (LORD HEWART, C.J., and HUMPHREYS and DU PARCQ, JJ.) held that there was no objection in law to the granting of an excise licence to sell intoxicating liquor at premises owned by a motor coach company, subject to the condition that there should be no sale on the premises to any person other than travellers holding current tickets issued by the company, and the court discharged a rule *nisi* calling on the defendant authority to show cause why a certificate confirming the grant of a provisional justices' licence subject to such condition should not be quashed.

In *Re Talbot-Ponsonby's Estate: Talbot-Ponsonby* v. *Talbot-Ponsonby* (p. 883 of this issue), CROSSMAN, J., held (1) that the conditions in the gift by will of a named estate "to my son *E* on the condition that he makes the same his home, and on the further condition that he does not allow [a named man] to set foot on the property," were valid and binding; see *Re Borwick's Settlement* [1933] Ch. 657, 668; *Re Wilkinson* [1926] Ch. 842; (2) that *E* took an absolute interest in certain chattels which were dealt with by the following clause: "[the chattels in question] are to devolve as heirlooms and I leave the same to my son, *E*," and (3) that *E* took a vested interest, subject to its being divested in the event of his death under the age of twenty-five, in the residue which the testator left to his trustees upon trust to pay the income thereof to *E* until he should attain the age of twenty-five and then absolutely, but if he should not attain a vested interest, then to *A*.

In *Jones* v. *Welsh Insurance Corporation, Ltd.* (p. 886 of this issue), GODDARD, J., held that the plaintiff, as a person injured in a motor accident, was not entitled under s. 10 (1) of the Road Traffic Act, 1934, to recover against the owner of the car causing the accident £500 damages and £122 odd, taxed costs, awarded in an action brought by the plaintiff against the owner of the car. At the time of the accident the car was being used for the conveyance of a few sheep and lambs belonging to the owner of the car, and the learned judge declined to accede to the argument that the owner, who was a mechanic, lived in a mountainous district and, in default of any amusements afforded by the locality, kept a few sheep in his spare time, was not carrying on the business of a sheep farmer, and held that the car was being used in contravention of the terms of the policy for such business purposes at the time of the accident, with the result that the insurance company was not liable.

In *Sitwell* v. *Sun Engraving Co. Ltd. and Another* (p. 884 of this issue), CLAUSON, J., ordered further inspection within twenty-one days of a poem the copyright in which was alleged to have been infringed by the publication in *Cavalcade* of a poem entitled "National Rat Week." The plaintiff, who claimed to be the author of the poem, wished to cover up certain parts of the poem (other than those alleged to have been published by the defendants) because if they were published they might render him liable to an action for libel. In making the aforesaid order the learned judge stated that if inspection were not given within the time named the action would be dismissed with costs. Leave to appeal was granted.

In *Croston* v. *Vaughan* (p. 882 of this issue), the Court of Appeal (GREER and SCOTT, L.JJ., SLESSER, L.J., dissenting) upheld a decision of PORTER, J., to the effect that the driver of a motor car was to blame in not putting out her hand when she stopped and that she was not entitled to rely on the mechanical stop-light as a substitute for the hand signal. The plaintiff was injured as the result of a taxicab in which she was a passenger running into the car in front, which was following the car above mentioned, and the learned judge, on an application for apportionment under s. 6 (2) of the Law Reform (Married Women and Tortfeasors) Act, 1935, of the £1,175 damages and costs awarded to the plaintiff, held that the liability of the said driver was two-thirds and that of the taxicab proprietor one-third. This decision was affirmed by the Court of Appeal.

In *Burden* v. *Harris* (*The Times*, 25th October), LAWRENCE, J., upheld the validity of a contract whereby the defendant bookmaker, in consideration of the plaintiff refraining from reporting the matter to Tattersalls' Committee or from pressing for the payment of £100 won on a betting transaction, agreed to pay certain sums at intervals by instalments and to complete the payment by a certain date. The learned judge referred to *Hymans* v. *Stuart-King* [1908] 2 K.B. 696, 725, and negatived the argument that the contract was invalid as amounting to extortion within the meaning of s. 31 of the Larceny Act, 1916.

Criminal Law and Practice.

A SPEED LIMIT CASE.

A CASE of considerable interest to the owners of what are sometimes called "utility vans" was heard by the Divisional Court on 13th October (*Hubbard* v. *Messenger*, 81 SOL. J. 846). The justices at Colchester had dismissed an information charging the respondent with having unlawfully driven a Ford Utility Van fitted with pneumatic tyres and constructed or adapted for the conveyance of goods or burden, on a public highway at a speed greater than thirty miles per hour, contrary to s. 2 of the Road Traffic Act, 1934, and Sched. I of that Act.

Under s. 10 of the Road Traffic Act, 1930, it is an offence to drive a motor vehicle of any class or description on a road at a speed greater than the speed specified in the 1st Sched. to the Act as the maximum speed in relation to a vehicle of that class or description. Section 2 of the Road Traffic Act, 1934, substitutes for that schedule Sched. I of the Road Traffic Act, 1934, cl. 1 of which defines "passenger vehicles" as "vehicles constructed solely for the carriage of passengers and their effects." Clause 2 defines "goods vehicles" as "vehicles constructed or adapted for use for the conveyance of goods or burden of any description."

The car was a Ford V8 Utility Van, and its engine and chassis were similar to those used in the manufacture of Ford V8 passenger saloon cars. The body was made of wood and it had a roof and celluloid side and rear curtains. There was one front seat for two persons, two single seats behind the front seat, and behind those seats there was one large rear seat sufficiently large for three persons. The rear seat could be lifted out without winding or unscrewing so as to leave a large vacant space on the floor of the vehicle. There was a tail-board supported by drop chains at the back to facilitate loading and unloading. The sides of the body at the back of the car had been boarded up with wood. The seats were sprung and upholstered as for passengers, and ashtrays and other passenger equipment were fitted to the vehicle. It was catalogued and exhibited as a passenger vehicle, and sold at a higher price than a van of the same size.

At the time of the alleged offence the rear seat had been removed, and on the space thus left there were two hampers of flowers, a crate of trussed chicken, a box of eggs, a suitcase and other goods. There was only one passenger in the vehicle.

The Lord Chief Justice said that he could not help thinking that the justices had paid too little attention to the fact that in the definition of "passenger vehicle" one found the word "solely," while in the definition of "goods vehicle" that word was significantly absent. The words "constructed or adapted," as had been pointed out in an earlier case, were both past participles and meant "either originally constructed or subsequently adapted." After referring to a descriptive brochure issued by the manufacturers, and attached by the justices to the case, his lordship said: "Would anyone, except for the purpose of maintaining a controversial position, say that it was constructed 'solely' for the conveyance of passengers and their effects? . . . In other words, it was put on the market as a composite vehicle which could be used for all the utility transport needs of a country house." Mr. Justice du Parcq and Mr. Justice Atkinson delivered judgments to the same effect allowing the appeal.

There have been a large number of decisions on similar words in s. 4 (3) of the Customs and Inland Revenue Act, 1888. On the meaning of the word "adapted," Lord Reading, C.J., said in *French* v. *Champkin* [1920] 1 K.B. 76, at p. 79: "The justices seem to have treated the word 'adapted' as if it were synonymous with 'suitable' or 'apt,' whereas it must be construed as meaning 'altered' so as to make the vehicle apt for the conveyance of goods. The words are intended to cover the case of a vehicle which was not constructed solely for the purpose of carrying goods in the course of trade, but after its construction has been made apt for that purpose." In *Hanworth* v. *Williams*, 19 T.L.R. 384, the court thought that the magistrates had put too narrow a construction on the word "adapted" in the sub-section, as even a brougham could, if necessary, be used for carrying certain types of farm produce.

Owners who are determined to use ordinary passenger cars for the purpose of the carriage of goods usually find no difficulty in doing so by means of very slight adaptations of their vehicles. For certain types of merchandise it is not necessary to make any adaptation of a passenger vehicle in order to utilise them for the carriage of goods, but it would seem that if a vehicle is constructed solely for the carriage of passengers and their effects, and it has not been adapted in any way, it will still be a passenger vehicle, notwithstanding that, as a matter of fact, it is used for the carriage of merchandise. On the other hand, the slightest adaptation would bring a vehicle into the category of goods vehicles on the plain meaning of the schedule, and on the authority of *Hanworth* v. *Williams* (above).

DRUNK IN CHARGE OF A MOTOR VEHICLE.

IN two recent cases in the police courts points arose under s. 15 (1) of the Road Traffic Act, 1930, on which there appears to be no previous authority. It will be remembered that the section imposes penalties on "any person who, when driving or attempting to drive, or when in charge of, a motor vehicle on a road or other public place is under the influence of drink or a drug to such an extent as to be incapable of having proper control of the vehicle."

At Dorchester Petty Sessions, on 16th October, in *R.* v. *Audain*, a car was found at a crossroads at 5.30 a.m., and at 6.45 a.m. the defendant was discovered by a policeman walking on the road, about one and a half miles away from the car. The defendant said in evidence that he was on his way to Dorchester to get a bed and send someone to fetch the car. The magistrates found that he was under the influence of drink while in charge of the car and fined him £15, including a sum for costs, and suspended his licence for twelve months.

It does not appear from the available reports of this case whether the magistrates' findings were that there was satisfactory evidence that he had been drunk while actually in the car, but there was some discussion as to whether a person can be in charge of a car when he is a mile and a half away. If the magistrates held that the offence was being committed at 6.45 a.m., when the defendant was a mile and a half away from his car, and if they accepted his statement that he had no intention of driving it that night, the decision gives rise to some rather alarming implications. For instance, a motorist may leave his car in a public place, go away and dine convivially, with the intention, which he subsequently carries into effect, of telephoning to his chauffeur to take the car home. Would he be guilty of an offence under the section, and would he be liable to arrest without a warrant under s. 15 (4) of the Road Traffic Act, 1930, while waiting in the street for his chauffeur? Is a driver still in charge of a car although he has left the driving seat and has no intention of resuming control? It is an interesting question, and one which is very suitable for argument before a higher tribunal.

The same may be said of a case arising under the same section before the Hendon Bench, on 21st October (*R.* v. *Ramsay*). In that case the defendant had been to a trade luncheon, and a friend took away the ignition key of the defendant's car and gave it to a mutual friend, as he considered that it would be better if the defendant did not drive. The question arose whether the car was a "mechanically-propelled vehicle intended or adapted for use on roads," so as to comply with the definition of motor vehicle within s. 1 of the Road Traffic Act, 1930. The magistrates found that it was, and imposed a fine of £10 with a sum for costs, and suspended the defendant's licence for six months. There appears to have been some discussion in this case also as to whether the

defendant could be said to be in charge of the car when the ignition key was in the possession of someone else. It is interesting to observe in this connection that the word "charge" must be read in conjunction with the words "incapable of having proper control of the vehicle." It seems pointless to charge a person with being so drunk as to be incapable of having proper control of a vehicle if all possibility of control by him has been effectively removed, either by his own act or by the act of another.

In the Dorchester case, the superintendent of police, who conducted the prosecution, asked the defendant who he said was in charge of the car. The view sometimes taken by magistrates that somebody must be in charge of a vehicle in a public place is by no means a necessary implication of s. 15 (1) of the Road Traffic Act, 1930, and is clearly incorrect in fact, as the person who was last in charge of the car may have abandoned it without any intention of resuming possession, or may have died. The section obviously requires further elucidation.

The late Lord Warrington of Clyffe

So many years have elapsed since Lord Warrington, whose death we record with regret, left the Royal Courts of Justice, that only those whose memories go back a considerable way recall him, first, at the Bar, then as a judge in the Chancery Division, and eventually as a Lord Justice. Born in 1851, educated at Rugby and Trinity College, Cambridge, where he had a distinguished scholastic career, he was called to the Bar at Lincoln's Inn in 1875, having enjoyed the tuition of such eminent lawyers as Horace Davey, Richard Webster and Charles Davidson, and the practical instruction he received in their chambers was an excellent preparation for the large practice which he built up for himself. In due time he succeeded Mr. (afterwards Lord Justice) Farwell as counsel to the Attorney-General in charity matters, and the work which fell to him in this capacity he carried out with that care and precision which marked his whole life. It is an accepted rule that those members of the Bar who serve as "devils" to the Attorney-General eventually find their reward by appointment to the Bench, but before the late Lord Warrington reached this goal he had taken silk and become the leader in Mr. Justice Kekewich's court, where he remained till 1904, when, on the death of Mr. Justice Byrne, he was made a judge, having among the other leaders who practised before him the late Lord Cave, for whose quiet but persuasive manner of presenting his cases he had a great admiration. A puisne till 1915, in the latter year he succeeded the late Lord Wrenbury as a Lord Justice in the Court of Appeal, and there his remaining years as a judge in the Strand were spent, only, however, to be resumed in the House of Lords on being created a peer in 1926. In the House he continued for some years to lend assistance, as so many other ex-judges have done, as some return for the pensions to which they had become entitled, and so he continued till age began to tell upon him with its warning that the night cometh when no man can work. While it cannot be said that he was ever a brilliant judge in the sense that his judgments scintillated with epigrammatic points, he was a sound judge and much esteemed by all who practised before him. Outside the law he had in his time many and varied interests. In his early days he was an enthusiastic member of the Inns of Court Rifle Volunteers; as a Freemason he was a Past Master of the Chancery Bar Lodge; while his love of music made him one of the regular attendants at the Queen's Hall concerts.

A memorial service for Mr. Justice Swift was held at the Chapel of Lincoln's Inn, last Monday. The Preacher (Canon Mozley) and the Chaplain (the Rev. R. V. G. Tasker) officiated.

Lending Servants.

[Contributed.]

An important judgment relating to the liability of an employer for the negligence of his servant while lent to another has been delivered recently by Mr. Justice Goddard in *Clelland* v. *Edward Lloyd, Ltd.* (1937), 81 Sol. J. 438. The material facts were shortly as follows: The defendants were the owners and occupiers of paper mills where electrical machinery was being installed by, *inter alios*, Electroflo Meters Company as independent contractors. The defendants instructed one of their apprentices, McLeod, to work under Jackson, a foreman of Electroflo Meters. Under Jackson's instructions, McLeod erected a scaffold, but so negligently that the plaintiff, a servant of Electroflo Meters, was injured in using the scaffold in the course of his work. The learned judge found that while Jackson had control of McLeod's acts at the material time, there was no evidence that the foreman had authority from his employers, Electroflo Meters, to engage him. In these circumstances he held that McLeod remained the servant of the defendants, who in consequence were liable for his negligence.

This branch of the law has been the subject of many authorities, most of which relate either to the hiring of coachmen and drivers or to the loan of cranes and cranemen to assist in the manipulation of cargo. But, in all, the *ratio decidendi* has been one of control. The ordinary test of master and servant is applied. As Bowen, L.J., pointed out in *Donovan* v. *Laing Syndicate* [1893] 1 Q.B. 629, in the course of a passage at pp. 633–4, which has been consistently quoted with approval, "by the employer is meant the person who has a right at the moment to control the doing of the act." Goddard, J., however, has distinguished the case before him by asserting that in all the cases "there has been a bargain or agreement, although it may be a gratuitous one, for the servant of one person to be employed by another person," and that there was no such request or acceptance of McLeod's services by Electroflo Meters. In consequence McLeod remained the servant of the defendants. This distinction, however, was not taken by the Court of Session in *McFall* v. *Adams & Co.* [1907] S.C. 367, where the circumstances were very similar. There the Harvey Engineering Co. agreed to remove and repair an iron shaft in the defenders' works. During the course of the work the defenders instructed one of their employees, called Hill, "to assist the Harvey Engineering Co.'s men as might be required." Subsequently one of the Harvey Company's men was injured through the improper use of a winch by Hill. In this case, too, there was no evidence that the foreman of the Harvey Company had authority to engage Hill as a servant, but the court had no hesitation in holding that Hill had ceased for the moment to be a servant of the defenders, upon the principles enunciated in *Donovan* v. *Laing, supra*. In his judgment in this last case, which concerned the loan of a crane and craneman to a firm, Jones & Co., engaged in loading a ship, Bowen, L.J., referred to—

> "The test laid down by Crompton, J., nearly forty years' ago in *Sadler* v. *Henlock*, 4 E. & B. 570, in the form of the question, 'Did the defendants retain the power of controlling the work?' Here the defendants certainly parted with some control over the man and the question arises whether they parted with the power of controlling the operation on which the man was engaged."

In two more recent cases, the Privy Council expressly accepted the reasoning of Bowen, L.J. In *Société Maritime Française* v. *Shanghai Dock & Engineering Company Limited* (1921), 125 L.T. 134, the respondents lent some servants to the appellants to assist in repairing the engines of a ship belonging to the latter. The men worked under the orders of the ship's engineer and the dock company was held not liable for the men's negligence in causing the ship to catch

fire. Similarly, in *Bain* v. *Central Vermont Railway Company* [1921] 2 A.C. 412, a railway company was held not liable for the negligence of its employee, an engine driver, in disregarding the signal of another railway company over whose lines the engine was running by agreement. Lord Dunedin quotes the law as concisely stated by Cross, J., in the Quebec court:—

"It is well established that the master, in whose general service a man is, is not responsible for the tortious act of the man if the control of the master has been, for the time being, displaced by the power of control of another master into whose temporary service the man has passed by being lent (even gratuitously) or sub-contracted. In such a case, it is the 'patron momentané' and not the 'patron habituel' who is responsible."

In considering the liability of the general employer, it is clear that the retention or relinquishment of control is the primary issue. The subsequent acquisition of control by another is of importance only in proving such abandonment. Who such other person is, it is submitted, is immaterial to the general employer. It is sufficient for the latter to show that his servant, with his consent, has submitted himself to the control of another, and he is not concerned with the relations between the person exercising *de facto* control of his lent servant, and such person's own employer and with the fact that the latter has delegated no authority to his employee to engage servants on his behalf. In such a case the employee becomes the *patron momentané*, by virtue of the lent servants' permitted submission to his orders and, in proving that, the general employer has shown effectively that he has relinquished for the time being his own right of control.

Costs.

PUBLIC AUTHORITIES.

Difficulty is experienced at times in dealing with the costs for which a person may be liable when he has brought an unsuccessful action against a public body, and a brief review of the relevant provisions would perhaps be of service.

In order to protect persons acting in the execution of statutory and other public duties, the Public Authorities Protection Act, 1893, was passed, and s. 1 deals, in part, with the question of costs. Sub-section (*b*) provides that where any action, prosecution or proceeding is commenced in the United Kingdom against any person for any act done in pursuance or execution or intended execution of any Act of Parliament, or of any public authority or duty, or in respect of any alleged neglect or default in the execution of any such Act, duty or authority, then, if in any such action a judgment is obtained by the defendant, it shall carry costs to be taxed as between solicitor and client.

Further, by sub-s. (*c*) it is provided that where a sum is tendered, and the judgment is for a lesser sum than the amount of the tender, then the plaintiff shall not recover costs after the date of the tender, and the defendant shall be entitled to the costs subsequent to the tender, such costs to be taxed as between solicitor and client.

It is, of course, unnecessary to state here that the successful plaintiff in such an action, where he is awarded costs against the public authority, will only be entitled to recover his costs taxed on a party and party basis, unless the judge shall order otherwise. Again, where the public authority is the plaintiff, then the Public Authorities Protection Act of 1893 will be inapplicable, and, if it is successful in the action, it will only be able to recover costs taxed on a party and party basis, subject to the judge's discretion.

The difficulty that we have in mind is to determine precisely what is meant by the term "solicitor and client costs," as that term is used in sub-ss. (*b*) and (*c*) of the first section of the Public Authorities Protection Act, 1893. It is contended on the one hand that the direction contained in the section is a complete indemnity in favour of the successful defendant, whilst on the other hand it seems to be arguable that the indemnity only extends to costs taxed on a generous party and party basis.

A practice has arisen, and it is a practice that is now so well established as to be recognised by the courts, whereby the costs that are recoverable by a solicitor are segregated into four classes. These four classes are: (i) Party and party costs; (ii) solicitor and client costs, payable by one party to another, or payable out of a fund in which the party entitled to the costs has no interest; (iii) solicitor and client costs payable out of a common fund in which the party entitled to the costs and others are interested, and (iv) solicitor and client costs, where the solicitor is seeking to recover the costs from his own client. The latter class is commonly referred to as "solicitor and *own* client costs."

The class in which we are interested at the moment is the solicitor and client costs payable by one party to another, and as to this, Buckley, L.J., observed, in the case of *Giles* v. *Randall* [1915] 1 K.B. 290; 59 Sol. J. 131, that "a practice has grown up, which I must say I regret, of differentiating between taxation of costs as between solicitor and client and as between solicitor and *own* client. In the former case the taxation is substantially a party and party taxation on a more generous scale."

The question in this case of *Giles* v. *Randall* was whether a taxing master was in order in disallowing certain items in a taxation as between one party and another, on a "solicitor and client" basis. The contention of the party taxing his costs was that since the costs were to be taxed as between solicitor and client, then the taxing master was bound to disregard the last part of sub-r. 29 of r. 27, Ord. 65, since the direction contained in this portion of the sub-rule from the words "but save" onwards only applied in a taxation on a party and party basis. The court decided against this contention, however, and found that the taxing master was bound to observe the rule in its entirety in a case where the costs were being paid by a party other than the person who incurred the costs, even when there was a direction that the costs payable by that party should be taxed on a solicitor and client basis.

Primâ facie, there does not seem to be any reason why the principles laid down in this case should not apply to the solicitor and client costs mentioned in the Public Authorities Protection Act, 1893, although one pauses for a moment at the observations of the learned counsel for the plaintiff when he submits that solicitor and client costs ought to be in the nature of an indemnity, "as under s. 1 of the Public Authorities Protection Act, 1893."

It is difficult to find any authority for this statement, however, and, in fact, we find that Daniell's "Chancery Practice," 8th ed., at p. 1078, refers to a statement in "Seton's" at p. 244, to the effect that if a party is to be completely indemnified against all expenses, or against any expenses not strictly costs of action, then care must be taken to have it expressed in the order, as the direction that the costs are to be taxed as between solicitor and client will not, in such a case, be sufficient.

One would suppose, therefore, that if a complete indemnity has to be expressly given in an order or judgment, the same would apply in the case of a statutory enactment, and there is certainly nothing in the Public Authorities Protection Act, 1893, to suggest that a public authority is to enjoy complete indemnity for its costs, in certain circumstances, other than the reference to the fact that the taxation is to be on a solicitor and client basis, and this latter term, as we have seen, has a restricted meaning when it is applied to the costs payable by one party to another.

This point is an interesting one, but it is certainly difficult to find any support for the "complete indemnity" theory in the face of the *Giles* v. *Randall* judgment, and the authorities referred to therein.

Company Law and Practice.

More about Notices—Disclosure of Business.

In a recent article I dealt with some questions arising out of the convening of meetings by proper notices. This week I propose to consider yet another point which anyone framing a notice convening a meeting must have in mind. What information has to be included in the notice? A notice is usually quite a short document, and it is desirable to keep it as short as possible, since the average shareholder can hardly be expected to wade through a lengthy communication. But, on the other hand, it is obvious that in order for it to have any value at all it must provide the shareholder with an accurate general idea of all the questions which it is proposed to discuss at the meeting. The shareholder can stay away from the meeting. [In fact he nearly always does.] But he must have before him enough material to enable him to decide whether or not he should make an exception to his general practice by attending. If he is not given this opportunity, the notice is a bad notice, and any resolutions passed thereat are liable to be attacked by shareholders who can say that they would have been present at the meeting if they had realised what was going to be done. Table A of 1929 provides (in cl. 42) that "in the case of special business the general nature of that business shall be given" in the notices, and companies which do not adopt Table A almost invariably include some similar provision in their articles. Such a provision is somewhat strictly construed, for, in the words of Sir G. J. Turner, L.J., in *In re Bridport Old Brewery Company*, 2 Ch. 191, "it is . . . of great importance to shareholders that they should have proper notice what subjects are proposed to be considered at a meeting." In that case it was held on appeal from a decision of the Master of the Rolls that the shareholders had not had such notice. The notice stated that it was convened for the purpose of considering, and, if so determined on, of passing a resolution to wind up the company voluntarily. At the meeting a resolution was passed to the effect that it had been proved to the satisfaction of the company that the company could not, by reason of its liabilities, continue its business, and that it was advisable to wind up the same. It was objected that no intimation had been given before the meeting that it was intended to propose a resolution that the company's liabilities rendered it unable to carry on business. This objection was held by the court to be a good one, and it is an apt illustration of the strictness with which the court scrutinises these matters. There was a further and, it is submitted, a much more serious objection, viz., that the notice contained nothing to show that it was proposed to pass such a resolution for winding up as would not need to be confirmed by a subsequent meeting. Counsel for the objectors had a strong argument when he was able to point out that a shareholder who opposed liquidation might have stayed away from the meeting in the expectation that he would have an opportunity of voicing his opposition at a subsequent confirmatory meeting.

The directors of a company are the persons responsible for drawing up notices of meetings. It is therefore of the very greatest importance that there should be full and frank disclosure in all notices of any business which may result in a benefit to the directors. Let us take the case of *Baillie* v. *Oriental Telephone and Electric Company Ltd.* [1915] 1 Ch. 503. There, there were two companies, one a subsidiary of the other, and each having the same directors. By virtue of the voting rights of the principal company in the subsidiary company the directors had procured the passing by the subsidiary company of resolutions which increased their remuneration from and gave them a share of the profits of the subsidiary company. The auditors of the principal company advised the directors some years later that these matters should be sanctioned by the principal company in general meeting, and an extraordinary general meeting of that company was accordingly convened for the purpose of ratifying what had already been done by the directors in relation to the subsidiary company. The notice was accompanied by a circular setting out the facts and giving the reasons for the summoning of the meeting. There was, however, one flaw. Nowhere was there any indication of the amount which the directors had in fact received from the subsidiary company; and this amount was very large. The resolutions were carried by the requisite majority and were subsequently confirmed in accordance with the requirements of the Companies Act, 1908. A shareholder then brought an action in which he claimed that the resolutions were not binding on the ground that insufficient notice of the meeting had been given. The Court of Appeal decided unanimously in his favour. Lord Cozens-Hardy, M.R., observed that, although the sum involved was very large—£44,000—yet there was no reason why the shareholders of the principal company should not, if they thought fit, confirm its retention by the directors. "But," continued the learned Master of the Rolls, "I am very clear in my own mind that if any attempt is to be made by the directors to get the sanction of the shareholders it must be made on a fair and reasonably full statement of the facts upon which the directors are asking the shareholders to vote. This notice coupled with the circular . . . seems to me to be not frank, not open, not clear and not in any way satisfactory. That being so, assuming that the notice is, by its suppression as well as by what it states, not satisfactory . . . what are the consequences? . . . I feel no difficulty in saying that special resolutions obtained by means of a notice which did not substantially put the shareholders in the position to know what they were voting about cannot be supported." It is to be observed that in this case there was no suggestion of fraud and no suggestion that the transactions involved were not such as might have been confirmed by reasonable shareholders. The objection was that the shareholders never knew what was going on and were never given the opportunity of deciding on the merits of a question which was but half revealed to them.

A different though similar class of case is where a meeting is called to adopt an agreement. In such a case the notices convening the meeting must give some indication of the contents of the agreement. In *Pacific Coast Coal Mines Limited* v. *Arbuthnot* [1917] A.C. 607—a decision of the Judicial Committee of the Privy Council—the facts were shortly as follows: Some of the shareholders and the directors of a company entered into an agreement (to which the company was a party) whereby it was provided that a pending action against the directors should be dismissed and that the shares held by certain shareholders, including the directors, should be surrendered in exchange at par for debentures of the company. The company sought a private Act of the legislature of British Columbia validating, ratifying and confirming the agreement, and this Act was obtained subject to the agreement being adopted by a resolution passed by 75 per cent. of the shareholders present in person or by proxy at a meeting to be called for that purpose. A meeting was called and the necessary resolution passed in accordance with the requirements of the Act. The notices of the meeting did not, however, state the effect of the agreement, and proxies sent in on the strength of these notices were used at the meeting. The matter came before the court in British Columbia four years later in the form of an action to set aside the trust deed creating the debentures and the debentures issued under that deed. It was finally held that the resolution of the company was ineffective by reason of the defect in the notices and that in consequence the condition precedent to the effectiveness of the private Act had never been performed. The shareholders had not seen the agreement, and although they could have done so there were no circumstances to lead them to suppose that it contained any of the serious matters which it did contain. In these circumstances a notice which

merely stated that resolutions would be proposed to adopt the agreement and issue debentures was in the opinion of the Board clearly inadequate.

I refer to one more case, *Tiessen* v. *Henderson* [1899] 1 Ch. 861. I do not propose to set out the facts as they are of no immediate importance, but there are two short passages from the judgment of Kekewich, J., which seem to me to sum up the position neatly and comprehensively and so to provide a fit ending to this article. At the beginning of his judgment the learned judge says this: "The application of the doctrine of *Foss* v. *Harbottle* to joint stock companies involves as a necessary corollary the proposition that the vote of a majority at a general meeting, as it binds both dissentient and absent shareholders, must be a vote given with the utmost fairness—that not only must the matter be fairly put before the meeting, but the meeting itself must be conducted in the fairest possible manner . . . The question here is whether each shareholder as and when he received the notice of the meeting . . . had fair warning of what was to be submitted to the meeting. A shareholder may properly and prudently leave matters in which he takes no personal interest to the decision of the majority. But in that case he is content to be bound by the vote of the majority because he knows the matters about which the majority are to vote at the meeting. If he does not know that, he has not had a fair chance of determining in his own interest whether he ought to attend the meeting, make further inquiries or leave others to determine the matter for him." And then again, in a later passage, the learned judge explains: "The man I am protecting is not the dissentient but the absent shareholder—the man who is absent because, having received and with more or less care looked at [the notice or circular, or whatever it may be], he comes to the conclusion that on the whole he will not oppose the scheme, but leave it to the majority. I cannot tell whether he would have left it to the majority of the meeting to decide if he had known the real facts. He did not know the real facts, and, therefore, I think the resolution is not binding upon him."

And that is really the kernel of the matter. The absent shareholder, who is absent because he was not given a real chance to consider whether he should be present or absent, is not bound by what happens at the meeting—apart, however, from questions of acquiescence which I have not room to go into here.

A Conveyancer's Diary.

Abstracting Wills Creating a Settlement under the S.L.A., 1925.

In another column there is published a further letter from Mr. Ernest I. Watson, raising a question which is related to that which I dealt with in my "Diary" of the 16th October, in reply to his letter which appeared in our issue of that date.

It may be remembered that Mr. Watson's former letter was directed to the omission from abstracts of any abstract of a will where there had been an assent by the personal representatives. Mr. Watson seems to be satisfied with what I said regarding that, but now suggests that where there is a post-1925 settlement, followed by a vesting assent, the will ought to be abstracted, and that the specimen abstract No. 6 in the 6th Sched. to the L.P.A., 1925, is wrong in omitting the abstract of a will in such circumstances. Mr. Watson refers to the proviso to s. 110 (2) of the S.L.A., 1925, under which he thinks that a purchaser is entitled to see the will, because he is concerned to see that the vesting assent is in conformity with the will.

As will appear, I think that the specimen abstract is right. To show why that is, it is necessary to look closely at the provisions of s. 110 (2) and the proviso thereto.

Perhaps it is better for me to say at once that where there has been a vesting instrument it is not necessary to abstract a will or other trust instrument except in certain cases specified in the proviso to s. 110 (2), the principal exception being where the settlement was subsisting at the commencement of the Act.

Section 110 (2) enacts:—

> "A purchaser of a legal estate in settled land shall not, except as hereby expressly provided, be bound or entitled to call for the production of the trust instrument or any information concerning that instrument or any *ad valorem* duty thereon, and whether or not he has notice of its contents he shall, save as hereinafter provided, be bound and entitled if the last or only principal vesting deed contains the statements and particulars required by this Act to assume that . . ."

Put shortly, the matters which a purchaser is bound and entitled to assume are (*a*) that the person in whom the land is vested or declared to be vested by the trust instrument is the tenant for life or statutory owner; (*b*) that the persons stated to be the trustees are the properly constituted trustees of the settlement; (*c*) that the statements and particulars required by the Act and stated in the instrument were correct at the date thereof; (*d*) that the statements in any deed executed in accordance with the Act declaring who are the trustees are correct; and (*e*) that the statements in any deed of discharge executed in accordance with the Act are correct.

We are only concerned for the present purpose with (*a*), (*b*) and (*c*), that is with what appears in the vesting instrument.

Then there is the proviso which creates certain exceptions as regards a first vesting instrument.

I think that it will be convenient if I inverse the order in the proviso and state first what in the excepted cases a purchaser is concerned to see, and then what the excepted cases are.

The purchaser then, in such cases, is concerned to see (1) that the land disposed of to him is comprised in the settlement; (2) that the person in whom the land is, by the vesting instrument, vested, or declared to be vested, is the person in whom it ought to be vested; and (3) that the persons named as trustees are the properly constituted trustees of the settlement.

The excepted cases, that is the cases in which the purchaser is concerned to enquire into the matters just mentioned, are—

(*a*) A settlement subsisting at the commencement of this Act.

This, of course, is the commonest of the exceptions.

(*b*) An instrument which, by virtue of this Act, is deemed to be a settlement.

It is with regard to this that I think there has been some misconception. Mr. Watson, in his former letter, referred to s. 9 (1) of the S.L.A. as having a bearing upon this provision, and I am afraid that I fell for the moment into the same trap. Why, I cannot say, for I was well aware of it. In the first place, I must point out that this clause in the proviso applies only to an instrument which is "deemed to be a settlement" under the Act. Now, a will which comes within s. 1 (1) of the S.L.A. "Creates or is" a settlement for the purposes of the Act, it is not "deemed to be a settlement." The expression "deemed to be a settlement" refers, I think, to s. 29 (1), under which an instrument creating charitable or public trusts is deemed to be a settlement for the purposes of the Act.

Section 9 (1) of the Act does not refer to settlements but to trust instruments, and sets out what instruments are deemed to be trust instruments, not what are deemed to be settlements, and has no bearing upon cl. (*b*) of the proviso which we are now considering.

It follows, from what I have said, that in the ordinary case of a settlement created by the will of a testator dying after 1925, a purchaser is not concerned or entitled to have

an abstract of or to see the will if there has been a vesting assent.

(*c*) An instrument which, by virtue of this Act is deemed to have been made by any person after the commencement of this Act.

This refers to a case where an infant becomes beneficially entitled under an intestacy, and a settlement is deemed to have been made by the intestate under s. 1 (2) of the Act; and where dower has been assigned the probate or letters of administration of the husband of the dowress shall be deemed to be a settlement under s. 1 (3); and under s. 20 (3), which enacts that an estate or interest of a tenant by the curtesy shall be deemed to arise under a settlement made by his wife.

(*d*) An instrument *inter vivos* intended to create a settlement of a legal estate in land which is executed after the commencement of this Act and does not comply with the requirements of this Act with respect to the method of effecting a settlement.

This speaks for itself.

It must be borne in mind, in considering questions of this kind, that the scheme of the Act is that a settlement of land shall consist of two documents. That, of course, was common enough, although not necessary, before the Act, there frequently being a conveyance to the trustees and a contemporaneous deed declaring the trusts. Now, by s. 4 of the S.L.A., it is enacted :—

(1) Every settlement of a legal estate in land, *inter vivos*, shall, save as in this Act otherwise provided, be effected by two deeds, namely, a vesting deed and a trust instrument, and if effected in any other way shall not operate to transfer or create a legal estate.

(2) By the vesting deed the land shall be conveyed to the tenant for life or statutory owner (and if more than one as joint tenants) for the legal estate the subject of the intended settlement.

Provided that where such legal estate is already vested in the tenant for life or statutory owner, it shall be sufficient without any other conveyance, if the vesting deed declares that the land is vested in him for that estate.

By sub-s. (3), it is provided that the trust instrument shall (A) declare the trusts; (B) appoint or constitute trustees of the settlement; (C) contain any power to appoint new trustees; (D) set out any powers in extension of the statutory powers; (E) bear the *ad valorem* stamp duty payable, whether by virtue of the vesting deed or otherwise.

The object is to keep the trusts off the title and s. 110 (2) expressly provides for that by enacting, as we have seen, that a purchaser shall not (except in a few cases) be entitled to see the trust instrument where the settlement is created after the commencement of the Act, just as before the Act there were often two deeds with the same object in view.

After writing the above I observe I have only dealt with the first part of Mr. Watson's letter. The part relating to the stamp duty on assents and the right of a purchaser to inquire as to the contents of a will to see whether any duty was payable, I must leave until another issue.

Landlord and Tenant Notebook.

Fraudulent or Clandestine Removal.

THERE can be no doubt about the objects of L.T.A., 1709, s. 2, and the Distress for Rent Act, 1737, s. 1, which replaced it. The heading to the former statute runs: "An Act for the better Security of Rents, and to prevent Frauds committed by Tenants"; the latter is headed "An Act for the more effectual securing the Payment of Rents, and preventing Frauds by Tenants," etc.

The legislation in question modified the common law rule which forbade the levying of distress on goods not on the premises from which rent issued. It authorised distraining on goods of the tenant carried away, wherever the same should be found, within thirty days of the removal (the 1737 Act extended the time to thirty days, the original period having been five), unless sold in the meantime to a *bonâ fide* purchaser. Third parties' property was not included in the modification.

The conditions of such a levy which I wish to discuss in this article are to be found in the words "in case any tenant . . . shall *fraudulently or clandestinely* convey away . . . his . . . goods or chattels, *to prevent* the landlord or lessor . . . from distraining the same for arrears of rent . . ."

It would seem that in any event one of two conditions—the tenant may have acted either fraudulently or clandestinely—must obtain. But whether the phrase "to prevent the landlord from distraining" expresses a second condition or merely describes the state of affairs brought about when the removal is either fraudulent or clandestine, is perhaps arguable.

One may observe that the expression "fraudulent" strictly applies to the state of mind of an individual, knowledge of the effect of success being an essential ingredient ("recklessness" could hardly arise in these cases). This being so, the proper construction of "to prevent," etc., would be "so as to prevent," if a further condition is to be imposed, the two conditions thus being an act intended to deprive the landlord of an effective remedy, and the deprivation of that remedy as far as the common law is concerned.

As to "clandestine," one would say at first sight that it connotes some guilty knowledge on the part of him who performs the act alleged to be clandestine; but if the alternative is to be real, one is driven to the conclusion that the expression is to apply to removals effected in circumstances in which they are least likely to be observed, whether this be the tenant's deliberate intention or not. If that be so, the words "to prevent," etc., impose a further condition, the proper interpretation being "in order to prevent."

I will now discuss some of the authorities which throw some light on the questions.

In *Opperman* v. *Smith* (1824), 4 D. & R. 33, an action for trespass, the defendant's tenant had removed goods from the demised premises in broad daylight, had taken them to premises adjoining those occupied by the plaintiff, and had had some conversation with him during the proceeding. The defendant broke into the new place and distrained on the goods, and in answer to the claim alleged that they had been fraudulently *and* clandestinely removed contrary to the statute. The jury were told that if the goods were removed for the purpose of depriving the defendant of his remedy by distress they must find for the defendant. This direction was upheld; it was pointed out that the removal had certainly not been performed clandestinely, but that there was sufficient evidence of fraud to go to the jury, and the fact of the removal when rent was owing "implied something very like an intention to evade the payment."

The draftsman of the plea in the above case appears to have considered that "fraudulently . . . to prevent" and "clandestinely . . . to prevent" meant the same thing, a view also taken by those responsible for the pleadings in other cases which I shall cite. One would have thought that, the distinction having been judicially recognised, the result would in those days have been a verdict for the plaintiff on the ground that the defendant had not proved the whole of his special plea; but the judgments seem to be based on the proposition that proof of part of the allegation, unamended, would suffice.

I have mentioned this case first because it appears to be the only one in which the distinction was referred to at all. In the other authorities, landlords always seem to have been willing to take upon themselves the task of proving fraud for

the purposes of the statute, and controversy, except in one case, has been limited to the question of the essentials of such fraud.

The exception is *Watson* v. *Main* (1799), 3 Esp. 15, in which the tenant actually succeeded on the ground that the seizure of his property had been premature, having occurred after their removal but before the rent fell due; but Eyre, C.J., observed that he was also of opinion that the removal, to be within the statute, ought to be "secret and not open and in the face of day; as in such a case the removal could not be said to be clandestine."

But in *Bach* v. *Meats* (1816), 5 M. & S. 200, which was an action under s. 3 of the Act for "wilfully and knowingly aiding or assisting" a tenant "in such fraudulent conveying away," the question of clandestine aspect could hardly be mooted, for the section does not mention the word, and thus supports the view that it has no separate meaning. The defendant was a brother-in-law of the defaulting tenant, but he was also a *bonâ fide* creditor, and in a judgment in which Bayley, J., examined the nature of the legislation the learned judge held that the tenant had merely preferred one creditor to another and was entitled, on general principles, to do so.

Later, the question of the importance to be attached to the fact that sufficient, or insufficient (as the case might be), goods remained on the premises to satisfy the arrears by distress became the subject of some conflict of authority. In *Opperman* v. *Smith*, *supra*, it was shown that the tenant had moved all the personal property from one set of premises to another, and, as mentioned, one of the learned judges remarked that the mere fact of removing suggested intention to evade payment. In *Parry* v. *Duncan* (1831), 7 Bing. 243, a replevin action, all that the defendant could rely on was the fact that the plaintiff had been seen carrying candlesticks from the premises he held of the defendant in Gray's Inn. The judgment of Tindal, J., in the tenant's favour was so expressed as to be founded on the absence of evidence of three facts: of fraudulent removal, of an intention to elude a distress, and of the fact that no goods were left on the premises.

The judgment in question was a little unfortunately arranged, shall we say; but analysis soon shows that the learned judge can hardly have intended to lay down three conditions precedent to the landlord's right to distrain goods off the premises. The statement that there was no evidence that no goods had been left on the premises merely contrasted the state of affairs with that obtaining in *Opperman* v. *Smith*.

At all events, in *Gillam* v. *Arbuthnot* (1851), 16 L.T. (o.s.) 88, the facts of which were somewhat similar to those of *Bach* v. *Meats*, *supra*, as the tenant (who brought replevin proceedings) had parted with farming stock to his brother-in-law who was also his creditor, it was held that it was not incumbent on the landlord to prove that insufficient property was left on the premises. The question was, were the jury satisfied that the removal was made with the intention of defrauding the landlord of his rent.

It is obviously undesirable to limit the means of proof to certain facts, and equally undesirable to lay down that certain facts shall be conclusive evidence. Another replevin action, *Inkop* v. *Morechurch* (1861), 2 F. & F. 501, shows that fraudulent intent can depend on matters very different from the consideration of what is not removed. The tenant, who had taken a room for the display of musical instruments, removed them from it without paying rent, but his explanation was that he had a counter-claim in respect of the unfitness of the premises during part of the term. As no mention was made of any warranty or covenant for fitness by the landlord, one may assume that the plaintiff was mistaken; but this would not make him fraudulent. One can compare the facts of *John* v. *Jenkins* (1832), 1 C. & M. 227, another replevin action in which the tenant wrongly thought that no tenancy had been concluded. *Bonâ fide* belief that there is no right of distress would negative fraud whatever the value of the goods taken or left.

Land and Estate Topics.

By J. A. MORAN.

Everything continues to go well with the market for real estate, not only in the London Auction Mart, but in all the chief provincial centres. More significant still is the promise of important auctions right up to the threshold of Christmas; in fact, large landed domains—very unusual for the time of year—are to be brought to the hammer early in December. No doubt the market has been benefiting by the general unrest; for while stocks and shares have responded to depressing forecasts and alarms, the property market still proceeds on the even tenor of its way. The owners know they hold something of substance that is not influenced by the whims and fears of a body of directors.

The war risks incurred by owners of real property have, of late, occasioned much concern, and as neither the insurance companies nor the Government are to be relied on, a company, with Sir Robert Gower, M.P., and Mr. Linton Thorp, K.C., among the directors, has been formed for the purpose of filling the gap. The memorandum and articles of association have been approved by the Registrar of Companies, and the company has been registered as the Property Owners War Risks Mutual Society Limited. The society is ready to accept proposals from property owners who are members of the Property Owners Protection Association. Those who are not members can become associate members of the association if full membership is not desired. The subscription payable by each member to the fund will be one shilling a year for each, or part of, £100, with a minimum subscription of five shillings a year. It is intended that the fund, if there is no war, shall be allowed to accumulate for ten years, after which period subscribers will be entitled to return of a proportion of subscriptions paid by them.

We hear a lot of town planning, as if it is something new. The first professional town planner known to us was Hippodamus, an Ionian of the fifth century B.C. Many towns were built in Asia Minor as military outposts, following the Alexandrian Wars; and in some of these towns were found records of bye-laws very similar in character to those of to-day. For instance, there was a law which fixed the width of new roads, and for charging road maintenance on adjoining owners.

Since 1929, the house of Clarence Hatry in Stanhope Gate, off Park Lane, has been empty, except when used occasionally for exhibitions. Now it is to become a luxury restaurant. Furnished by the erstwhile financier regardless of cost, it is bound to undergo considerable changes. Its lavish ground floor rooms, including the magnificent winter garden, will be turned into the main dining room.

A suggestion that the Minister of Health should build three or four towns as a national pattern was made at the conference of the Garden Cities and Town Planning Association. A suitable site for these towns, it was stated, would be in or near a special area. The best that can be said in favour of the suggestion is that it is a poor one.

The well-known firms of Messrs. Clutton, Great College Street, Westminster, and Messrs. Henry F. Cobb, Victoria Street, have amalgamated. The former firm was founded just a century ago by Mr. John Clutton, first President of the Chartered Surveyors' Institution.

Too many old cottages are sentenced to demolition simply because some members of the local council have mistaken ideas as to what is good, bad or indifferent in the building world. It was only about two years ago that two picturesque old cottages, near Chippenham, were condemned by the local authority; yet, to-day, they combine to present most of the features of a typical country house. The original stone walls were retained, but the roof had to be stripped, and stone tiles re-laid on new timbers. The hall of the house was the living room of one of the cottages; the principal bedroom was, originally, the loft, the only additions being the porch, kitchen and dressing room.

Our County Court Letter.

THE REGISTRATION OF BUSINESS NAMES ACT, 1916.

In a recent case at Leicester County Court (*Morris* v. *Lord*) the claim was for £6 as one month's wages in lieu of notice or, alternatively, damages for breach of contract. The plaintiff's case was that he owned hairdressing establishments at Leicester and Blackpool. At the latter town his assistants were subject to a week's notice on either side, but in Leicester the period was a month, owing to the difficulty of obtaining assistants. The defendant had been employed at Blackpool at £1 5s. a week, but was transferred in January to Leicester at £1 10s. a week. She remained until July, when she left without notice, on a change of manageress. The defendant's case was that, on the transfer from Blackpool, nothing was said about a month's notice being the rule at Leicester. She left on account of having been insulted by the new manageress in front of customers. It transpired that the plaintiff's trade name (Madame Morris) was not registered, and that he therefore could not sue. An application was made for relief, on the ground of inadvertence, as registration had been effected since action brought. His Honour Judge Galbraith, K.C., granted relief, subject to the condition that the plaintiff forfeited all damages and costs in the action. The defendant was not justified in leaving, and she would have been liable for £1 10s. as damages. In the circumstances, however, the plaintiff could not recover judgment, and no order was made as to the costs on either side.

TRESPASS BY PIGEONS.

In *Mobbs* v. *Shepherdson*, recently heard at Leicester County Court, the claim was for an injunction and damages for trespass and nuisance. The plaintiff's case was that the defendant's tenant in an adjoining house kept pigeons, which fouled the gutter of the plaintiff's house, pecked the mortar, damaged growing peas, and by their noise disturbed an invalid. The defence was a denial of the allegations, and His Honour Judge Galbraith, K.C., held that the pigeons had only fouled the gutter and pecked the mortar to a negligible extent, and no case of nuisance had been made out. They had also not perched on the roof to the extent alleged, and there was no evidence of damage from trespass except that some peas were taken on one occasion. There was no evidence of nuisance from noise to any reasonable person, and the claim for an injunction failed. Judgment was given for the plaintiff for 2s., as damages for trespass in respect of the peas, but the defendant was awarded costs. It is to be noted that in *Walter* v. *Selfe* (1851), 20 L.J. Ch. 433, Vice-Chancellor Knight-Bruce laid down that to constitute a nuisance there must be an inconvenience materially interfering with the ordinary comfort physically of human existence, not merely according to the elegant or dainty modes and habits of living, but according to the plain and sober and simple notions among the English people.

THE CONTRACTS OF LAUNDRY WORKERS.

In *Ideal Laundry Service and Renovating Co.* v. *Leach*, recently heard at Nottingham County Court, the claim was for 25s., as damages for breach of contract, viz., the equivalent of one week's wages in lieu of notice. The plaintiffs' case was that they had employed the defendant as a laundry hand for about a year. She was originally paid by the hour, but was put on a weekly wage basis in June, 1937. On Friday, the 2nd July, the defendant called for her wages, having been away ill since the Wednesday, and was told to resume work on the following Monday. She did not do so, and it transpired that she had joined a rival firm. His Honour Judge Hildyard, K.C., gave judgment for the plaintiffs, with costs.

Mr. W. P. W. Ker, Chairman of Paterson, Simons & Co., Ltd., has been appointed a Director of the Alliance Assurance Co., Ltd.

To-day and Yesterday.

Legal Calendar.

25 October.—On the 25th October, 1817, Jeremiah Brandreth, the agitator known as the "Nottingham Captain," stood in court at Derby convicted of high treason. The abortive insurrection in which his reckless daring had involved fifty poor working men had collapsed before a body of hussars, and now those found guilty were sentenced to death by Lord Chief Baron Richards, who told them that they exhibited "a spectacle as afflicting as it is uncommon," and said he hoped their example would "prevent others from yielding to the wild and frantic delusions of a rebellious spirit." In fact only the three ringleaders were hanged.

26 October.—On the 26th October, 1892, Mr. William Rann Kennedy, Q.C., was raised to the Bench in succession to Denman, J., retired. This Lord Herschell's first judicial appointment came as a surprise to the profession, for the new judge was not among those whom the prophets of the Temple had marked out for immediate promotion, and he was only forty-six. It was suspected that the choice of him was half political, but he acquitted himself well and later attained the Court of Appeal.

27 October.—On the 27th October, 1631, William Noy became Attorney-General to Charles I, retaining the office till his death three years later.

28 October.—When the new Law Courts were opened in 1883 the sittings of the Common Law judges at the Guildhall in the City were suspended. In 1891 it was decided to return to them for the hearing of commercial cases. Accordingly on the 28th October the Lord Chief Justice was ceremonially received by the Lord Mayor in the old Council Chamber which had been fitted up as a court. Lord Coleridge, in returning thanks for his welcome, gave the reason for the change: "It was supposed, whether rightly or not, that trials of mercantile issues had diminished in number owing to their removal from here to the Strand . . . I earnestly hope that the expectations of those who have brought about this change may be fulfilled." Evidently they were not.

29 October.—In Lincoln's Inn on the 29th October, 1512: "Hit was aggreed by the hoole bynche that Roger Hawkyns, butler, which was put out of office for kepyng of women in his Chamber contrarie to the good and laudable Rules of this house shall be remytted to his office agayn, soo that the same Roger doe make a Tapir of wax, weying ii poundes, and to be sett upp befor Our Lady in the Chapell agaynst the Sunday next aftur Alhalowes day next commyng."

30 October.—On the 30th October, 1769, a desperate ruffian, named Edward Pinnel, stood before the Court of Admiralty. He had been a sailor on board the "Isabella" of Leith bound from Hamburg to Dantzig and there was no doubt that he had murdered the captain, seized the ship, with the intention of turning smuggler and, when contrary winds had driven her to the Yorkshire coast, scuttled her. Though after frequently hinting his intention he had been seen to carry the captain's dead body up from his cabin and throw it overboard, he was acquitted of murder on a technicality. But this availed him nothing for he was sentenced to death on a charge of sinking the ship.

31 October.—Before his marriage Captain Fadda, an Italian infantry officer, had (like Uncle Toby in "Tristram Shandy") suffered a severe wound in the groin. *The Times* seems to connect his ill-health with his wife's subsequent infatuation with a circus-rider named Cardinali, whom she incited to stab her husband to death. Their trial at Rome ended on the 31st October, 1879, the lady being condemned to penal servitude for life and her lover to death. His sentence was afterwards commuted.

THE WEEK'S PERSONALITY.

When William Noy was offered the Attorney-Generalship he bluntly asked what the wages would be and had to be pressed with some importunity before he would accept. Once in office, however, he seemed to take the view that "*Attornatus Domini Regis*" meant "one that must serve the King's turn." Clarendon says of him that "upon the great fame of his ability and learning (and he was very able and learned) he was, by great industry and importunity from Court, persuaded to accept that place for which all other men laboured (being the best for profit that profession is capable of) and so he suffered himself to be made the King's Attorney-General. The Court made no impression upon his manners; upon his mind it did; and, though he wore about him an affected morosity which made him unapt to flatter other men yet even that morosity and pride rendered him the most liable to be grossly flattered himself that can be imagined. And by this means the great persons who steered the public affairs by admiring his parts and extolling his judgment . . . wrought upon him by degrees . . . to be an instrument in all their designs thinking that he could not give a clearer testimony that his knowledge in the law was greater than all other men's than by making that law which all other men believed not to be so." Thus the discontent springing from the measures which he implemented contributed to the catastrophe of the Revolution.

A LOSS TO THE BENCH.

In Mr. Justice Swift the courts have lost a judge in whom authority and good nature united to make a very likeable character. The journalists have recalled many revealing little incidents of his career, but one typical story they all seem to have forgotten. A rather youthful barrister was arguing a case before him, and with the obtuse enthusiasm of youth failed to realise that the judge was in his favour. Divers hints were dropped from the Bench in vain, and at last a leader waiting in court for the next case to come on passed him a note. The young man glanced at it and was going on with his speech, when Swift, J., observed: "There has been a note passed between counsel. I think I ought to see that note." The writer looked acutely uncomfortable and the recipient protested that it had nothing to do with the case, but the usher was ordered to bring it to the Bench. When he had read it the judge turned to the junior: "Did you read that note?" he asked. "Yes, my lord." "Then will you please read it again." And the note was sent back to him. It read: "Sit down. Can't you see the old —— is with you?" A small-minded judge could never have so indulged his sense of humor

TO ROBE OR NOT TO ROBE.

Henceforth, His Honour Judge Cotes-Preedy has decreed, solicitors appearing at Windsor County Court must wear gowns and bands and must not lapse into soft collars and ties. All this is very right and proper, for the law would lose a good deal of its power to impress if judges in general adopted the practice of Crompton Hutton, an eccentric and cantankerous person who was once judge at Bury. He would never wear robes himself and hated to see counsel in them. He complained that his court was draughty and always used an adjoining club-room instead. The future Judge Parry, who often appeared before him, courageously stuck to his robes, though after his first appearance a colleague warned him: "You'll do very well with Crumpy, but you'll have to do what he tells you about wearing that toggery. He won't stand it." But Parry would not surrender, and, though the judge often teased him about his appearance, they never quarrelled. Only on his first appearance had he received a glare so vicious that he was really frightened.

Obituary.

LORD WARRINGTON OF CLYFFE.

Thomas Rolls, Baron Warrington of Clyffe, died at his residence at Market Lavington, Wilts, on Tuesday, 26th October, at the age of eighty-six. He became a Judge of the Chancery Division in 1904, and was made a Lord Justice of Appeal in 1915. On his retirement in 1926 he was raised to the peerage. An appreciation appears at p. 873 of this issue.

MR. J. LUSTGARTEN.

Mr. Joseph Lustgarten, Barrister-at-law, of King Street, Manchester, died in Manchester on Saturday, 23rd October, at the age of fifty-nine. Mr. Lustgarten, who was born in Rumania, went to Manchester, and was admitted a solicitor in 1903. In 1917, however, he was called to the Bar by the Middle Temple, and joined the Northern Circuit.

MR. F. C. JAMES.

Mr. Frederick Charles James, solicitor, of Colmore Row, Birmingham, died on Saturday, 2nd October. Mr. James was admitted a solicitor in 1896.

MR. R. C. TUCKETT.

Mr. Richard Clapson Tuckett, LL.B., solicitor, of Bristol, died at his home at Clifton, on Monday, 18th October. Mr. Tuckett was admitted a solicitor in 1884. He was elected to the Bristol City Council in 1931, and was a member for three years. He was hon. secretary of the Bristol Footpaths Association.

Correspondence.

[The views expressed by our correspondents are not necessarily those of THE SOLICITORS' JOURNAL.*]*

Assents by Personal Representative.

Sir,—I am under an obligation to the learned contributor of "A Conveyancer's Diary" for dealing with the question raised by me in my letter in your issue of the 16th instant.

I should like to trespass on his kindness further, and ask his opinion as to whether the learned drafters of the specimen abstracts in the Sixth Sched. to the L.P.A., 1925, had not forgotten the proviso to s. 110 (2) of S.L.A., 1925. In specimen No. 2 there is a post 1925 settlement by Will of Walter Robinson, and a vesting assent upon the trusts of the Will. According to this specimen, the Will need not be abstracted, although the proviso to s. 110 (2) of S.L.A., says in effect that a purchaser must see that the vesting assent is in conformity with the Will.

With regard to the point raised as to stamp duty, I should like to make these further observations.

It is doubtless true that an assent ought not to be used to vest in a pecuniary legatee land which he has agreed to accept in lieu of his legacy, but one cannot always be sure that another solicitor will not wrongly use an assent for such purpose, and in the analogous case of the surviving spouse of an intestate agreeing to accept land in whole or part satisfaction of his or her £1,000, it is somewhat natural for an assent to be used, as s. 48 (2) (*a*) of A. of E. Act, 1925, refers to an appropriation in satisfaction of the charge. The Controller of Stamps, however, has ruled that such an assent is not exempted from stamp duty, save where the net estate other than personal chattels does not exceed £1,000.

Norwich, 19th October. ERNEST I. WATSON.

Law in Detective Stories.

Sir,—In reply to Mr. E. R. Punshon's letter, it is some time since I read "The Bath Mysteries," and I have forgotten many of the details of the book, but I unreservedly withdraw any suggestion that he did not know that a person claiming under a policy of life assurance must have an insurable interest in the life of the assured.

But even so, that does not get over Mr. Punshon's difficulties. His story is that a series of murders is committed by a man with the motive of ultimately benefiting by receiving moneys secured by policies of life assurance—at one point the criminal poses as one of his proposed victims—and that these persons were induced, through syndicates controlled by the criminal, to effect these policies. A single fraud of the kind might go down, but insurance companies, I believe, pool the information at their disposal, and a second attempt would certainly fail.

The law on the point was laid down by Lord Abinger, C.B., in *Wainwright* v. *Bland* (1835), 1 Macl. & R. 481, where he held that if A, having no interest in B's life, induces him to cause a policy of insurance to be effected in his (B's) name, A finding the funds and intending by assignment *or otherwise* to get the benefit of the policy himself, the policy is void as a fraudulent evasion of the Life Assurance Act, 1774. There was no crime in that case, but the life of a young lady was heavily insured by a relation with whom she was living, and to whom the policies were assigned.

On the first point it is clear that the hero is not expressing his own opinion that the family cannot sell the ancestral mansion, but lamenting as a fact that, owing to legal complications, etc., the head of the family has never been able to sell it.

New Square, W.C.2. H. LANGFORD LEWIS.
9th October.

[We feel that the views as to the soundness of the legal question in Mr. Punshon's very ingenious story have now been sufficiently ventilated, though we should be interested to hear of any other legal problems arising out of well-known works of fiction.—ED., *Sol. J.*]

Books Received.

Hanged by a Comma. The Discovery of the Statute Book. By E. STEWART FAY. 1937. Demy 8vo. pp. vii and (with Index) 280. London: Lovat Dickson Ltd. 8s. 6d. net.

The Factories Act, 1937. By H. SAMUELS, M.A., of the Middle Temple and Northern Circuit, Barrister-at-Law. 1937. Royal 8vo. pp. xii and (with Index) 584. London: Stevens & Sons, Ltd. Edinburgh: W. Green & Son, Ltd. £1 10s. net.

Constitutional Law of England. By EDWARD WAVELL RIDGES, of Lincoln's Inn, Barrister-at-Law. Sixth Edition, 1937. By A. BERRIEDALE KEITH, D.C.L., D.Litt., LL.D., F.B.A., of the Inner Temple, Barrister-at-Law. Royal 8vo. pp. l and (with Index) 642. London: Stevens & Sons, Ltd. 21s. net.

International Loans and the Conflict of Laws. By Dr. MARTIN DOMKE. 1937. Demy 8vo. pp. 21. London: Sweet & Maxwell, Ltd. 2s. 6d. net.

Principles of the Law of Contract. By the Right Honourable Sir WILLIAM R. ANSON, Bart., D.C.L., of the Inner Temple, Barrister-at-Law. Eighteenth Edition, 1937. By JOHN C. MILES, Kt., M.A., B.C.L., of the Inner Temple, Barrister-at-Law, and J. L. BRIERLEY, D.C.L., of Lincoln's Inn, Barrister-at-Law. Demy 8vo. pp. xl and (with Index) 447. London and Oxford: Humphrey Milford, Oxford University Press. 15s. net.

Notes of Cases.

Judicial Committee of the Privy Council.

B. Davis Ltd. *v.* **Tooth & Co. Ltd.**

Lord Russell of Killowen, Lord Roche and Sir Lyman Poore Duff (Chief Justice of Canada). 21st October, 1937.

NEW SOUTH WALES—CONTRACT—BREWERS—UNDERTAKING TO PUSH SALES OF WHISKY—OBLIGATIONS.

Appeal by the plaintiffs, B. Davis Ltd., from a decision of the Full Court of the Supreme Court of New South Wales dismissing their appeal for increased damages from a decision of Halse Rogers granting them £7,444 (sterling) damages against the defendants for breach of contract. The Full Court allowed the defendants' cross-appeal and reduced the damages to 1s.

The respondents were granted the sole selling rights in New South Wales for a period of ten years of certain brands of Scotch whisky known as Watson's whisky. It was provided by cl. 4 (*c*) of the agreement that the defendant company "will . . . devote the principal part of their energies so far as Scotch whisky is concerned by means of themselves their travellers and others pushing the sale of Watson's . . . whisky . . . in bulk throughout New South Wales." By cl. 4 (*d*): ". . . Tooth and Co., Limited, will not accept the agency for nor take any interest in any other brand . . . of Scotch whisky . . ."

LORD ROCHE, delivering the judgment of the Board, said that it was with the provisions of cl. 4 (*c*) and (*d*), and with the meaning and consequences of their somewhat inartificial language, that one of the main controversies in this protracted case had been concerned. As to the construction of the contract, the Board were of opinion that the contention of the plaintiff company was correct on the main point, that was to say, the extent of the obligation imposed on the defendant company by cl. 4. In their view, the obligation was to push, that was to say, vigorously to promote, sales of Watson's whiskies, or, in other words, to do the best that the defendant company could do to sell as much as could be sold. It was plain that the defendant company was obliged to use its organisation with its staff, its tied and its managed houses, for the purpose of actively encouraging and, so far as possible, effecting sales of Watson's whiskies in bottle and in bulk. Their lordships' conclusion, stated broadly, was that the defendant company was fundamentally in breach of its contract in that, during a considerable part of the material period, it performed the contract as it contended in the litigation it was entitled to perform it, that was to say, with activity or comparative passivity as it suited the defendant company for its own business purposes it should be performed. The higher management of the defendant company failed to appreciate that they were bound under the contract to see that all travellers and all licensees were active in the matter. As to tied houses, their lordships agreed that licensees ought not to be coerced, and could not successfully be coerced, into buying particular liquors, but they thought that considerably more could have been done by the defendant company without any injudicious or improper oppression. The inequality and irregularity of results in connection with sales of Watson's whiskies was only explicable by difference in the amount of effort expended in impressing on the licensees the desirability of selling those whiskies. Taking all the circumstances into account, the learned trial judge seemed to have arrived at a figure representing with substantial accuracy the probabilities of the case. Their lordships would therefore humbly advise His Majesty that the appeal should be allowed; that the order of the Full Court should be set aside, save in so far as it dismissed the appeal of the plaintiff company from the judgment of the trial judge; and that the judgment of the trial judge should be restored both as to damages and costs.

COUNSEL: *Sir Stafford Cripps*, K.C., *Granville Slack* and *C. Butterfield*, for the appellants; *Sir William Jowitt*, K.C., *W. W. Monahan* (Australian Bar), *Valentine Holmes* and *F. Kingsley Griffith*, for the respondents.

SOLICITORS: *Seaton, Taylor & Co.; Bell, Brodrick & Gray.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Court of Appeal.

Hills *v.* London Passenger Transport Board.

Greer, Slesser and Scott, L.JJ.

12th October, 1937.

PRACTICE—PLAINTIFF'S APPEAL FROM COUNTY COURT—APPLICATION BY DEFENDANT FOR SECURITY FOR COSTS—COSTS AWARDED AGAINST PLAINTIFF REMAINING UNPAID—WHETHER AFFIDAVIT SUFFICIENT.

An ordinary running down action brought by the plaintiff in the Westminster County Court having been dismissed with costs, and the plaintiff having appealed, the defendants applied by motion for security for the costs of the appeal. The affidavit filed by them stated that they had applied to the plaintiff for payment of the costs of the action in the county court, but that they had not been paid. No other evidence of inability to pay the costs of the appeal was offered.

GREER, L.J., dismissing the application, said that it had long been the practice that a respondent to obtain security for the costs of an appeal must state in his affidavit facts showing the appellant's inability to pay those costs. It was not enough to state that application had been made to the appellant for payment of the costs of the action in the court below and that they had not been paid. The appellant might be unwilling to pay them though able to do so. His mere failure to pay them was not, in the absence of facts showing inability to pay them, sufficient ground for making an order for security for the costs of the appeal. This application would be dismissed, but without prejudice to the making of a further application or the filing of a proper affidavit.

SLESSER and SCOTT, L.JJ., agreed.

COUNSEL: *Engelbach.*

SOLICITOR: *R. McDonald.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Croston *v.* Vaughan.

Greer, Slesser and Scott, L.JJ.

25th, 26th and 27th October, 1937.

MOTOR-CAR—ACCIDENT—SUDDEN STOP—NO HAND SIGNAL—CAR FITTED WITH STOP LIGHT—WHETHER SUFFICIENT.

Appeal from a decision of PORTER, J.

In the afternoon of the 19th April, 1936, an accident occurred on the Chester–Holywell road, involving some of a line of motor-cars going towards Holywell and resulting in the injury of the plaintiff. One car having stopped caused the one behind it to stop also. The next car, driven by the defendant B, was fitted with a stop light and, in pulling up, B made no hand signal. The car following, driven by the defendant, W, about fifteen yards behind slightly bumped B's car in stopping. The last car, driven by the defendant V, a taxicab in which the plaintiff was a passenger, struck W's car with some force and the plaintiff was injured. On the facts proved at the trial of the action brought by the plaintiff against the three defendants, PORTER, J., exonerated the defendant W from blame and judgment was entered in his favour. He held that the defendants, V and B, had been negligent and judgment was entered against them jointly for £1,175. On an application under the Law Reform (Married Women and Tortfeasors) Act, 1935, s. 6 (2), for apportionment, the learned judge held on the facts that B had committed two faults (one of which was failing to make a hand signal) and V only one. Accordingly, he held that B's liability should be two-thirds and V's one-third. B now appealed on the question of the proportions of liability, the plaintiff not being concerned in the appeal.

GREER, L.J., dismissing the appeal, said that in his judgment the court was bound by the learned judge's distribution and must assume that he was entitled to distribute the damages in the light of his findings. This was enough to dispose of the appeal. As to the regulations under the Road Traffic Act, 1930, and the Highway Code, neither were binding as statutory regulations, but they were a guide when it was a question of finding whether or not there was negligence. The Highway Code contained information and advice for drivers, but a driver was not necessarily negligent who failed to observe its provisions. A driver might be found negligent if he did not act in accordance with the code, but it was not an excuse for negligence if a driver said he had done everything provided for in it. His lordship attached importance to rule 36: "Before you stop or slow down or change direction, give the appropriate signal clearly and in good time." Before a motor-car slowed down or stopped a driver could not give the appropriate signal by stop light, because that did not come into operation till the brake was applied. The advice given meant that the appropriate hand signal provided for in the later part of the code should be given before the stop light was put on. It was customary for a careful driver to give a hand signal when about to slow down or stop. The learned judge was entitled to say that the absence of a hand signal before the sudden application of the brakes made B to blame, apart from the fact of having pulled up too suddenly.

SLESSER, L.J., dissenting, said that B had not committed a breach of duty in not making a hand signal and was not liable for anything more than stopping suddenly. The liability should have been apportioned equally.

SCOTT, L.J., agreed with GREER, L.J.

COUNSEL: *J. Morris*, K.C., and *Vine*; *Clothier*, K.C., and *S. Allen.*

SOLICITORS: *Amery-Parkes & Co.*, for *Berkson & Berkson*, of Liverpool; *William Charles Crocker*, for *Buckley, Pidgeon & Co.*, of Liverpool.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Winterstoke's Will Trusts: Gunn *v.* Richardson.

Clauson, J. 14th October, 1937.

APPORTIONMENT—TENANT FOR LIFE AND REMAINDERMAN—DEATH OF TENANT FOR LIFE—SALE OF INVESTMENTS TO PAY DEATH DUTIES—PURCHASER RECEIVING DIVIDENDS PART OF WHICH ACCRUED IN TENANT FOR LIFE'S LIFETIME—APPORTIONED PART TO BE PAID TO EXECUTORS OUT OF PURCHASE MONEY.

A testator who died in 1911 by his will left certain funds in trust for two ladies in equal moieties as tenants for life and subject to their life interests in trust for certain other persons. One of the tenants for life having died in 1936, it became necessary to raise, out of the capital of the fund of which she had enjoyed the income, a sum to meet death duties. This was done by selling certain investments, the sale being made at a date which enabled the purchaser to receive dividends part of which had accrued during the lifetime of the tenant for life. The sum representing the proportion of dividend accrued at the date of the death of the tenant for life was £2,000. The question now raised by the trustees of the will was whether the whole of the purchase money should be treated as capital or whether it should be apportioned as between capital and income, the proportion of dividend accrued at the date of the death of the tenant for life being paid to her executors.

CLAUSON, J., in giving judgment, said that assuming £10,000 government securities carrying half-yearly interest were settled on trusts to pay the income to A for life and

after his death to B for life, and subject to those life interests for the fund to be held for C, if A died when two months of a half-year had elapsed and B survived till after the end of the half-year, it would be the duty of the trustees on receiving the dividend to pay one-third to the executors of A and two-thirds to B. If the trusts were to A for life and subject to his life interest to C, it would be astonishing if A's executors received less income in respect of his life interest than if after his life interest another life interest had been interposed. If immediately after the death of A, in order to raise the amount of death duties the trustees at the request of C sold securities in the ordinary way on the Stock Exchange so that the purchaser would receive the whole of the half-yearly dividend, matters should be so arranged by them as to preserve if they could reasonably do so the rights of A. The sale might be deferred till after the half-year had expired, or theoretically they might be sold on terms that the purchaser when the dividend was paid should account to the trustees for an apportioned part of the dividend for which they in turn would account to the executors of A, but no practical stockbroker would advise an attempt so to deal with securities. Another way would be to sell so that the purchaser received the dividend, a sum being set aside out of the purchase price equivalent to the dividend apportioned as from the last dividend due before the death of the tenant for life up to the date of the death and to account for that sum to his executors. That would give the tenant for life the income intended by the testator. Here the trustees sold before the end of the dividend period and there was no difficulty in ascertaining the figure representing the apportioned dividend. His lordship did not propose to hold that trustees who sold in such circumstances and, without the question having been raised, failed to account to the executors of the tenant for life for the apportioned dividend, but allowed the whole purchase money to be taken by the remainderman, would necessarily be liable for breach of trust. It had doubtless been a common practice, possibly justified by certain *dicta* in *Bulkeley* v. *Stephens* [1896] 2 Ch. 241, not to make this special reservation for the tenant for life, nor to account to his executors for the amount of the apportioned dividend, but when the question had been raised and when there was no difficulty in ascertaining the figure payable to the executors of the tenant for life, it would be perfectly proper for the trustees to account to the executors. Here in doing so the trustees would be carrying out the testator's intention and would not be doing any act interfering with any right of the remainderman. There would be a declaration that they should apportion the purchase price.

COUNSEL: *Roger Turnbull*; *Morton*, K.C., and *Lucius Byrne*; *W. Waite*.

SOLICITORS: *Rider, Heaton, Meredith & Mills*, for *Osborne, Ward, Vassall, Abbott & Co.*, of Bristol; *Gregory, Rowcliffe & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re Talbot-Ponsonby's Estate: Talbot-Ponsonby *v.* Talbot-Ponsonby.

Crossman, J. 21st October, 1937.

WILL—BEQUEST OF ESTATE—CONDITIONS—DEVISEE TO MAKE IT HIS HOME—NOT TO PERMIT A NAMED PERSON TO ENTER PROPERTY—WHETHER VALID.

A testator who died in January, 1937, declared by his will: "The Langrish Estate I leave to my son Edward Fitzroy on condition that he makes the same his home and on the further condition that he does not allow [a named person] to set foot on the property. Failing such conditions, I leave the estate to my niece Alathea if she shall attain twenty-one or marry under that age, and if she shall not attain a vested interest then to my nephew Evelyn." This summons was taken out to determine (*inter alia*) whether the conditions were valid.

CROSSMAN, J., in giving judgment, referred to *In re Borwick's Settlement* [1933] Ch., at p. 668; *Clavering* v. *Ellison*, 7 H.L.C., at p. 725; *In re Wilkinson* [1926] Ch. 842; and *Fillingham* v. *Bromley*, Turn. & R. 530, and said that the condition of making the estate his home was not impossible for the devisee to fulfil. Further, there was no difficulty in saying whether or not the owner of an estate had allowed a person to set foot on his property. The conditions were binding. The devisee was living on the estate and he should send the trustees a letter saying that up to the present he had made the estate his home and that he had not allowed the person named to set foot on the property.

COUNSEL: *Danckwerts*; *W. M. Hunt*; *Hon. Charles Russell*.

SOLICITORS; *Gregory, Rowcliffe & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

De Choisy *v.* Hynes.

Bennett, J. 13th, 14th and 15th October, 1937.

CONTRACT—SALE OF SHARES IN PRIVATE COMPANY AND OF FREEHOLD PREMISES—PURCHASE PRICE—PAYABLE BY WEEKLY INSTALMENTS OVER PERIOD OF YEARS—PURCHASER UNDISCHARGED BANKRUPT—NON-DISCLOSURE TO VENDORS—WHETHER CONTRACT ENFORCEABLE—BANKRUPTCY ACT, 1914 (4 & 5 Geo. 5, c. 59), s. 155.

The two plaintiffs were the holders of all the issued shares in a private limited company and of the freehold premises where it carried on business. The defendant, who entered the company's employment in 1933, had since acted as manager. In February, 1934, the plaintiffs and the defendant each guaranteed the company's account with its bankers to the extent of £100. In July, 1934, the plaintiffs guaranteed it to the extent of a further £500, and in January, 1935, to the extent of a further £900. Later, in January, 1935, the plaintiffs entered into an agreement with the defendant to sell him all the shares in the company and the freehold land for £4,000. It was thereby provided that the purchase money (with interest at 2½ per cent. per annum on the unpaid part thereof) should be paid by weekly instalments of not less than £3, that the purchaser might at any time pay the balance remaining due, but that if he made default in the payment of any instalment for fourteen days after it became due the whole unpaid balance with interest should immediately become payable, payment being secured by a charge by way of legal mortgage on the freehold property to be prepared by the vendors at the expense of the purchaser. It was further provided that during a period of ten years the purchaser would pay to the vendors each year a sum equal to one-fifth of the company's net profit available as dividend after deducting £312 a year as management remuneration. The first plaintiff also agreed to guarantee the company's banking account during the mortgage period to the extent of £1,500. From January, 1935, to October, 1936, weekly payments of £3 were made to the plaintiffs on account of the agreed instalments, though the freehold property had not been conveyed to the defendant, nor the shares transferred to him. During that period the plaintiffs gave two further guarantees of the company's banking account. Differences having arisen between the parties in October, 1936, the plaintiffs caused inquiries to be made, and in November, 1936, ascertained that the defendant had been an undischarged bankrupt since 1926. In this action they claimed rescission of the contract and the defendant counter-claimed for specific performance.

BENNETT, J., in giving judgment, said that the defendant had not disclosed to the plaintiffs that he was an undischarged bankrupt. His lordship referred to the Bankruptcy Act, 1914, s. 155, and said that under the contract the plaintiffs had agreed to give the defendant credit for a sum in excess of £10. That contract was unenforceable by the bankrupt,

who had failed to perform the duty placed on him by the section. The contract should be rescinded.

COUNSEL: *George Slade; Cloutman.*

SOLICITORS: *Crossman, Block & Co.*, for *Tebbs & Son*, of Bedford; *Wedlake, Letts & Birds*, for *Alexander Farr & Son*, of Bedford.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Sitwell *v.* Sun Engraving Co. Ltd. and Another.

Clauson, J. 26th October, 1937.

COPYRIGHT—PUBLICATION OF PART OF POEM—ACTION FOR INFRINGEMENT—DEFENDANT'S CLAIM TO INSPECTION OF WHOLE POEM—PLAINTIFF'S ALLEGATION THAT PUBLICATION OF CERTAIN PARTS MIGHT INVOLVE HIM IN LIBEL PROCEEDINGS.

The defendants were the printers and publishers respectively of a periodical in which certain verses were published of which the plaintiff claimed to be the author. In an action by him in respect of alleged infringement of copyright the first defendants by their defence did not admit that he was the author and denied that he was the owner of the copyright. The second defendants further contended that it would be contrary to public policy to enforce the rights claimed, and by this summons they sought an order that the plaintiff should give them inspection of the whole poem of which the verses published formed a part. The plaintiff contended that he was entitled to cover up certain parts of the poem, but not those published by the defendants, on the ground that if they were published he might render himself liable to proceedings for libel.

CLAUSON, J., in giving judgment, said that unless inspection were given within twenty-one days the action would be dismissed with costs, because if it were based on something which the plaintiff himself said might tend to criminate him the court should not proceed. The plaintiff apprehended that the publication of the whole poem might lay him open to proceedings. Whether they would be successful was another matter, but if he meant to pursue the matter he must take the risk, which he could only avoid by not producing the whole poem.

COUNSEL: *J. Foster; Richmount.*

SOLICITORS: *Frere, Cholmeley & Co.; Rhys Roberts & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Barnes *v.* Hely-Hutchinson.

Lawrence, J. 18th October, 1937.

REVENUE—INCOME TAX—FOREIGN COMPANY—DIVIDEND PAID TO SHAREHOLDER IN ENGLAND—FOREIGN COMPANY'S PROFITS PARTLY COMPOSED OF TAXED DIVIDENDS ON SHARES HELD IN ENGLISH COMPANIES—DOUBLE TAXATION—SHAREHOLDER'S RIGHT TO RELIEF—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40).

Appeal by case stated from a decision of the Commissioners for the General Purposes of the Income Tax Acts.

The respondent was a shareholder in an Indian company and received a dividend which that company paid out of its profits. 44.12 per cent. of the dividend was paid by the company out of dividends paid to it by two English companies in which the Indian company was a shareholder, those dividends having duly suffered tax in England. An assessment having been made on the respondent for the year 1931–32 which included the full amount of the dividend received by him from the Indian company, he appealed, contending that such part of the dividend received by him as was paid out of profits or gains which had already borne income tax of the United Kingdom, namely, 44.12 per cent. of the dividend, could not again be subjected to the same tax, and that the assessment should be reduced accordingly. It was contended for the Crown, *inter alia*, (1) that the assessment of the respondent in the full amount of the preference dividend did not involve double taxation inasmuch as the respondent and the Indian company were respectively chargeable as separate entities in respect of separate sources of income; and (2) that *Gilbertson* v. *Ferguson* (1881), 7 Q.B.D. 562, was distinguishable. The Commissioners, holding themselves bound by that case, accepted the respondent's contention.

LAWRENCE, J., said that the Crown contended that *Gilbertson* v. *Ferguson*, *supra*, threw no light on the present, because the principle against double taxation only applied where the same person suffered the two deductions of tax, and because in any event the connection between the respondent and the companies which had paid tax was too remote. The respondent had relied not only on *Gilbertson* v. *Ferguson*, *supra*, but also on the principle which had been enunciated in *Neumann* v. *Commissioners of Inland Revenue* [1934] A.C. 215, where it had been held that, where the profits of a company had suffered income tax, those profits would not suffer further income tax in the hands of the company's shareholders. The Crown contended that that principle was applicable only to English companies by reason of the provisions of the Income Tax Acts which dealt with English companies, and that no such principle applied to foreign companies. In his (his lordship's) opinion, *Gilbertson* v. *Ferguson*, *supra*, showed that a similar principle was applicable to foreign companies, and that, notwithstanding the fact that the tax on dividends from foreign companies depended on Case V of Sch. D and r. 1 of the Miscellaneous Rules Applicable to Sch. D. to the Income Tax Act, 1918, the principle against double taxation did apply in the case of foreign companies so as to exempt shareholders in such companies from suffering double taxation. He could see no reason for distinguishing between a foreign company which paid dividends to a banking agent, and one which paid them direct to the shareholder. The principle which underlay *Neumann* v. *Commissioners of Inland Revenue*, *supra*, and which appeared to have been the governing principle for the decision in *Gilbertson* v. *Ferguson*, *supra*, showed that it was not necessary that the individual shareholder should actually bear the whole burden of the tax, and that it was sufficient if the profits out of which the dividends were paid had suffered tax. In the present case the profits of the Indian company, in so far as they consisted of profits of the two English companies, had suffered income tax, just as in *Gilbertson* v. *Ferguson*, *supra*, the profits of the foreign bank—that was, of their English agency—had suffered English income tax. The respondent was accordingly entitled to the relief for which he contended, and the appeal must be dismissed.

COUNSEL: *The Attorney-General* (Sir Donald Somervell, K.C.), and *R. P. Hills*, for the Crown; *Roland Burrows*, K.C., and *Terence Donovan*, for the respondent.

SOLICITORS: *Solicitor of Inland Revenue; Sanderson, Lee & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Commercial Union Assurance Company, Limited *v.* Inland Revenue Commissioners.

Lawrence, J. 19th October, 1937.

REVENUE—STAMP DUTY—LUMP SUM PAID TO INSURANCE COMPANY—POLICY ISSUED ASSURING PAYMENT OF HALF-YEARLY SUMS OVER FIXED PERIOD—DUTY PAYABLE—STAMP ACT, 1891 (54 & 55 Vict., c. 39), ss. 60, 87 (2); Sch. I.

Appeal by case stated under s. 12 of the Stamp Act, 1891, against a decision of the Inland Revenue Commissioners as to the amount of stamp duty chargeable on a certain instrument.

The appellant insurance company issued a policy whereby the policy-holder, having paid the company £1,000, became

entitled to receive from it £52 5s. per half-year for eleven years. The proposal for the policy spoke of the policy as assuring payment of a sum of money by periodical instalments, and the policy itself made no use of the word "annuity." It was contended for the appellants that the policy was chargeable with *ad valorem* duty under, or by reference to, the head of charge: "Bond, covenant, or instrument of any kind whatsoever. (1) Being the only or principal or primary security for any annuity (except upon the original creation thereof by way of sale or security . . .) for any sum or sums of money at stated periods . . ." contained in the 1st Sch. to the Stamp Act, 1891, at the rate of 2s. 6d. per £100 or fractional part of £100 of the total amount secured, or, alternatively, under or by reference to s. 87 (2) of the Act, at the rate of 2s. 6d. per £100 of the £1,000. The Commissioners having decided that the policy was a "bond, covenant or instrument" which fell within the exception in sub-para. (1) of the definition in the Act of 1891, and attracted duty as on a sale of an annuity accordingly assessed at £10 the duty on the policy under s. 60 of the Stamp Act, 1891, as if it were a conveyance on sale, representing 10s. per £50 on £1,000, the amount of the consideration.

LAWRENCE, J., said that it was argued for the appellants, on the authority of the cases which had been decided on the Income Tax Acts as to the meaning of the word "annuity," that the policy did not secure an annuity but a repayment of the capital sum which was paid by the policy-holder. In his (his lordship's) opinion the authorities on the Income Tax Acts, namely, *Scoble* v. *Secretary of State for India* [1903] A.C. 299; *Perrin* v. *Dickson* [1930] 1 K.B. 107; and *Inland Revenue Commissioners* v. *Ramsay* (1935), 79 SOL. J. 626; (C.A.) 987; 154 L.T. Rep. 141, had no bearing on the meaning of the word "annuity" in the definition of "bond, covenant, or instrument" in the Stamp Act, because it was clearly established that the Income Tax Acts only taxed income. But that consideration had no application to the Stamp Act, particularly having regard to the fact that the definition in question contrasted "annuity" and "sum or sums of money at stated periods." In the absence of any other governing consideration, such as those which were applicable to the Income Tax Acts, there was no ground, for purposes of the Stamp Act, for limiting the word "annuity" to annuities of an income nature. He was therefore of opinion that this policy, which itself referred to payments of a half-yearly nature, was a "security for an annuity" within the meaning of the definition. But it was then argued for the appellants that, even if that were so, it was not a security for an annuity the original creation of which was by way of sale, but, by virtue of s. 87 (2) of the Act of 1891, a security for the payment of an annuity by way of repayment. All the wording in the proposal pointed to repayment of a sum of money by periodical instalments. In those circumstances, the actual terms of the proposal and the policy were more aptly described by s. 87 (2) as "a security for the payment of any . . . annuity . . . by way of repayment" than by the exception in sub-para. (1) of the definition "bond, covenant, or instrument" in the 1st Sched. to the Act. The document should therefore be stamped in accordance with s. 87 (2) and the relevant part of the 1st Sch., and the appeal must be allowed.

COUNSEL: *Terence Donovan*, for the appellants; *The Attorney-General* (Sir Donald Somervell, K.C.) and *J. H. Stamp*, for the Inland Revenue Commissioners.

SOLICITORS: *Coward, Chance & Co.; The Solicitor of Inland Revenue.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

The new Edinburgh sheriff courthouse, built at a cost of over £150,000, was formerly opened last Monday, and the old courthouse, which had been in use since 1868, was transferred to the Office of Works to be demolished for the erection of the new Scottish National Library.

Rex *v.* **Sussex Confirming Authority:** *Ex parte* **Tamplin and Sons Brewery (Brighton) Limited.**

Lord Hewart, C.J., Humphreys and du Parcq, JJ.
21st October, 1937.

LICENSING—CONDITION ATTACHED TO LICENCE—LIQUOR ONLY TO BE SOLD TO PERSONS OF LIMITED CLASS—VALIDITY—LICENSING (CONSOLIDATION) ACT, 1910 (10 Edw. VII and 1 Geo. 5, c. 24), s. 14 (1).

Rule *nisi* for *certiorari*, granted at the instance of Tamplin and Sons Brewery (Brighton), Ltd., calling on the Sussex Confirming Authority to show cause why a certificate granted by the authority should not be quashed.

The certificate confirmed the grant of a provisional justices' licence granted to the secretary of Southdown Motor Services, Ltd., authorising him to hold an excise licence to sell by retail at licensed premises known as the Southdown Crawley Station any intoxicating liquor which might be sold under a spirit retailer's or publican's licence for consumption either on or off the premises. The grounds for the rule were that a condition could not be attached to a justice's licence whereby the licensee was prohibited from serving intoxicating liquor to any but members of a limited class, and that, therefore, the confirming authority, in purporting to confirm the grant of a licence subject to such a condition, were acting without jurisdiction. The condition complained of was that there should be no sale on the premises to any person other than travellers who held current tickets issued by Southdown Motor Services, Ltd. By the Licensing (Consolidation) Act, 1910, s. 14 (1): "The licensing justices, on the grant of a new justices' on-licence, may attach to the grant of the licence such conditions . . . as they think proper in the interests of the public . . ."

LORD HEWART, C.J., said that the words of s. 14 were manifestly very wide. It seemed exceedingly difficult to maintain that a condition could not be in the interests of the public unless it were held to be in the interests of the whole of the public. If it were in the interests of a considerable part of the public, then it was true to say that it was in the interests of the public of which that part was a portion. It was true, as appeared from *Thompson* v. *Lacy* (1820), 3 B. and Ald. 283, that there were certain well-marked characteristics of an inn, but because an inn had those characteristics as a universality it was a *non sequitur* to argue that there could be no licensed premises unless they had the characteristics of an inn. It was obvious from the Act of 1910 that there was no such limitation, and there was nothing in the law which provided that justices, when considering the conditions which it might be proper to attach to a licence in the interests of the public, must take care to remember that none of those conditions should destroy or diminish the characteristics of an inn for the premises in respect of which the licence was sought. The court had been urged to grant a writ of *certiorari* on the basis that there had been some excess or usurpation of jurisdiction. What was the usurpation of jurisdiction in the present case? To his mind it was quite clear that the confirming authority had rightly construed s. 14 of the Act of 1910 and had applied their minds to the relevant facts of the particular case to see whether a condition of the kind imposed ought to be imposed in the circumstances. If it became a question of degree, there were ample materials to justify the tribunal in holding that the particular condition was in the interests of the public. The rule ought to be discharged.

HUMPHREYS and DU PARCQ, JJ., agreed.

COUNSEL: *John Flowers*, K.C., and *Eric Neve*, showed cause; *Maurice Healy*, K.C., and *Geoffrey Lawrence*, in support.

SOLICITORS: *T. Eggar & Son*, agents for *Nye & Donne*, Brighton; *Boxall & Boxall*, agents for *Edwin Boxall & Kempe*, Brighton.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Jones *v.* Welsh Insurance Corporation Ltd.

Goddard, J. 22nd October, 1937.

INSURANCE (MOTOR)—NEGLIGENCE—POLICY COVERING USE OF CAR BY OWNER IN CONNECTION WITH HIS BUSINESS AS MOTOR ENGINEER—SMALL NUMBER OF SHEEP KEPT—CAR CARRYING SHEEP AND LAMBS AT TIME OF ACCIDENT—LIABILITY OF INSURERS.

Action by a person injured in a motor accident to recover from an insurance company the damages awarded him in an action against the insured.

The plaintiff was awarded damages in an action brought against one, R. A. Thomas, the owner of a car driven at the time of the accident by his brother at his request. The car at the time contained two sheep and two lambs which the brother was bringing down from the hills for Thomas. Thomas was a motor engineer, and it was contended on his behalf that he kept his sheep as a hobby or amusement. His insurance company refused to pay the plaintiff's claim against Thomas on the ground that the car was being used outside the terms of the policy which provided that the car was to be used by the insured for domestic, social and pleasure purposes and in connection with his business as a motor engineer and no other. *Cur. adv. vult.*

GODDARD, J., said that in one sense it was no doubt true that Thomas kept sheep as a hobby. It was equally clear that he kept them with the intention of selling the lambs, and possibly the sheep also, and making some profit. He (his lordship) was asked to hold that he was only keeping the sheep for pleasure and because amusement was hard to come by in a remote district. But sheep breeding was hardly a pastime in the proper sense of the word. He (his lordship) could not avoid the conclusion that the real object in view was the making of a little extra money to supplement Thomas's wages as a mechanic. The result was that he was a sheep farmer, though only on a small scale, carrying on that business as a side line. The car at the time of the accident was accordingly being used not by the insured in person in connection with his business as a motor mechanic, but for the carriage of goods in connection with the business of sheep farming. He (his lordship) came to the conclusion that the action failed with as much regret as a judge might properly feel when he gave effect to what he decided to be the legal rights of the parties. For this added another to the growing list of cases which showed that, in spite of the statutory provisions for compulsory insurance, persons injured by motor cars, through no fault of their own, might be left with no prospect of obtaining compensation. It should be realised that, although there might be a policy in force and an authorised person driving the car which caused injury, there was no certainty that liability would attach to the insurers. The public believed that the Road Traffic Acts insured that, if they had the misfortune to be injured by a driver's negligence, they would at least be compensated for themselves or their dependants, knowing nothing of the pitfalls which still abounded in policies in spite of s. 12 of the Road Traffic Act, 1934. No one could fairly expect insurers to pay on a risk additional to that for which they had received a premium. On the other hand, no one supposed that Thomas realised that by asking his brother to bring a sheep up to the house in the car, he was putting himself in the position of an uninsured person.

COUNSEL: *F. J. Tucker*, K.C., and *P. B. Morle*, for the plaintiff; *N. L. C. Macaskie*, K.C., and *Montague Berryman*, for the defendants.

SOLICITORS: *Jaques and Co.*, agents for *Nee and Stanley Jones*, Caernarvon; *Berrymans*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Societies.

United Law Society.

At a meeting of the United Law Society, held in the Middle Temple Common Room, on the 25th October, Mr. O. T. Hill proposed: "That this House views with approval the recommendations of the Law Revision Committee as to the doctrine of consideration." Mr. D. L. Taylor opposed. Messrs. F. R. McQuown, S. A. Gibbons, C. H. Pritchard, G. C. Rafferty, W. M. Permewan, R. E. O. Rimmer, M. Abrahams, E. M. Kingston, K. W. Herbertson, R. E. Ball, and J. H. Vine Hall also spoke. After Mr. Hill had replied, the motion was put to the House and lost by the chairman's casting vote. Attendance twenty-five (including eight visitors).

The Hardwicke Society.

A meeting of the Society was held on Friday, 22nd October at 8.15 p.m., in the Middle Temple Common Room, the President, Mr. G. E. Llewellyn Thomas, in the chair. Mr. G. Krikorian (M.T.) moved: "That this House has no confidence in the foreign policy of the National Government." Mr. A. P. McNabb (I.T.) opposed. There also spoke Messrs. Newman Hall (ex-President), J. A. Grieves, L. Caplan, J. E. Harper, P. A. Picarda, Lewis F. Sturge (hon. treasurer), and J. W. Wellwood. The hon. mover, having replied, the House divided, and the motion was negatived by three votes.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 26th October (Chairman, Mr. B. W. Main), the subject for debate was: "That this House prefers low company." Mr. C. A. G. Simkins opened in the affirmative; Mr. Q. B. Hurst opened in the negative. The following members also spoke: Messrs. E. V. E. White, A. D. Scholes, A. T. Wilson, M. C. Green, D. W. Thesiger, L. E. Long, M. C. Batten, K. Elphinstone, W. W. Stabb, D. C. Graham, P. W. Gliff, L. Jackson, —. Willis, G. Jeadwine, M. Foulis. The opener having replied, the motion was carried by three votes. There were twenty-eight members and three visitors present.

The Magistrates' Association.

Sir E. MARLAY SAMSON, K.C., took the chair at the Sixteenth Annual Conference of the Magistrates' Association, at Guildhall, on the 20th October. The Conference was opened by the LORD MAYOR, who said that the work of courts of summary jurisdiction had been affected by some important statutory changes during the past year, especially the introduction of special courts for domestic disputes. The result of the first year's working of the Money Payments Act had been satisfactory, and the numbers of persons committed to prison for non-payment of sums of money had been considerably reduced. Legislation was needed to prevent an undue proportion of the fines inflicted by a court for motoring offences being paid into the Treasury instead of being put at the disposal of local authorities.

After the Lord Mayor had withdrawn, the CHAIRMAN moved the adoption of the annual report and balance sheet. He said that the increase in the membership of the Association had slowed down, chiefly because fewer magistrates were being newly appointed and older magistrates were finding local opportunities for consultation and discussion. The Departmental Committee on Summary Jurisdiction had approved the combined use of professional and lay justices, and this reform only awaited legislation. If the system could be adopted all over the country it would lead to valuable uniformity in administration. The Council had already pressed for greater uniformity in the suspension and endorsement of motor licences. They recommended that a bench should be obliged to state publicly and enter in the register the special reasons for which they departed from the normal statutory requirements of suspension or endorsement. They also wished to amend the Criminal Justice Act, 1925, s. 24, to remove the obligation which at present lay on justices to hear the past record of an accused person before adjudicating upon the charge; and to introduce the committal of convicted persons to quarter sessions for sentence when six months was, in the magistrates' opinion, not enough.

REGISTERED CLUBS.

Mr. G. A. BRYSON (Birmingham) said, in a paper on "Registered Clubs," that the law concerning them was full of anomalies and failed to provide the mechanism for

controlling them. He discussed in detail the recommendations which the Council had forwarded to the Home Secretary, and pointed out where they differed from the Report of the Royal Commission on Licensing and from Mr. Gledhill's Bill. He urged the Government to redeem their pledge, made by Sir John Simon in March, 1936, and broken, to introduce long-overdue legislation. Many speakers discussed his paper and there was general agreement that licensing justices and local authorities should be able to prevent the licensing of a club.

Mr. B. L. Q. HENRIQUES (London), in his paper on "The Treatment of Young Delinquents," distinguished three classes of boys between seventeen and twenty-one: those who received a short sentence, those remanded in custody, and those on their way to Borstal. They were all sent to "boys' prisons," but these were merely wings or staircases in an ordinary prison, and every boy who passed through them was exposed to contamination. He demanded vehemently that this system should cease, because it removed one of the greatest deterrents from crime: fear of the unknown prison. He demanded special institutions, the abolition of the short sentence, and full use of the information about a prisoner which was available to the juvenile court. In answer to a speaker, who objected to deprivation of liberty as a condition of moral training, he pointed out that at Loudham Grange and The Wash there were no bolts or locks, and that no boy would undergo discipline without some compulsion. He had been, for practical purposes, deprived of liberty during his three years at Harrow.

THE LORD CHANCELLOR (Viscount Hailsham) was re-elected President of the Association, and opened the afternoon's proceedings. Like the Lord Mayor, he gave some interesting figures showing that full use was being made of the Money Payments Act. He deplored the hearing of minor criminal business by large benches and suggested that rotas should be established to limit the number of justices sitting in court. Explaining the principles on which he created new magistrates, he said he would make no appointments to a division where the numbers were already sufficient, and would only appoint for qualifications likely to be valuable to the bench, and not for services or personal character. He begged magistrates incapacitated by infirmity or non-residence to resign from the commission.

MATRIMONIAL AND JUVENILE COURTS.

In an address on matrimonial courts, Miss IRENE WARD, M.P., explained the methods which had actuated Parliament in creating them. Parliament had felt that matrimonial disputes should be removed from the atmosphere of the criminal courts and tried by a small bench of specially qualified magistrates, with no unauthorised persons present and restricted press reporting. The conciliation procedure was valuable, and so were the statements of allegation which the conciliation officer could now produce to the court to enable it to understand what the quarrel was about. The courts were working well and the results had justified the new Act.

Mr. LEO PAGE (Berks), speaking of the work of the juvenile courts, pointed out the responsibility of all magistrates to elect on to the panel of the juvenile courts those of their number who were best fitted for the work. He urged that the courts should use the voluminous information which they could obtain about the history, environment and behaviour of the offender, in an effort to find out and remove the reason for his offence. Informality was essential if the timid child were to be induced to speak frankly. When it provoked defiance or insolence, these might themselves be valuable indications of the offender's state of mind. The supposed increase in juvenile delinquency was a mere bogey. It was absurd to suggest that children had suddenly heard of the Act and become wicked. Exactly the same rise had taken place after the Act of 1908, chiefly because the public were more willing to prosecute.

BLOOD GROUP EVIDENCE.

At the conference of women magistrates, held at the Livingstone Hall on the 19th October, Mrs. MORISON MILLAR (Edinburgh), and Miss STUART MILLER (Birmingham), read papers on "The Boarding-out of Juveniles needing Care and Protection." Mr. D. HARCOURT KITCHIN spoke on "Blood Group Evidence in Affiliation Cases," and asked the conference to consider whether a test which offered some measure of certainty in a notoriously difficult type of case ought not to be introduced into the courts of summary jurisdiction. He said that the evidence was admissible, but legislation would be needed to give a court discretion to compel the applicant and her child to be tested. The applicant had nothing to gain by the test, for it could not prove that a man was the father. It would clear about one-third of the men who were really innocent, and would never clear the real father. It was based on unvarying rules governing the inheritance of certain blood characters. Dr. G. ROCHE LYNCH, who opened the discussion, said that although the test was costly at present, if a constant demand for it arose, any competent pathologist could soon learn to perform it, and a service could be organised at a few centres throughout the country where it could be done at a low cost. Blood samples could be taken by any doctor and sent by post. Few scientific tests were more reliable.

Parliamentary News.

Progress of Bills.

House of Lords.

Motor Vehicles (Forfeiture) Bill.
Read First Time. [26th October.
Select Vestries Bill.
Read First Time. [26th October.

House of Commons.

Blind Persons Bill.
Read First Time. [27th October.
Cinematograph Films Bill.
Read First Time. [27th October.
National Health Insurance (Juvenile Contributors and Young Persons) Bill.
Read First Time. [27th October.
Outlawries Bill.
Read First Time. [26th October.

Questions to Ministers.

WORKMEN'S COMPENSATION ACTS (DAMAGES FOR NEGLIGENCE).

Mr. ALEXANDER asked the President of the Board of Trade whether it is proposed to introduce amending legislation, as a result of the decision of the courts that motor accident claims may include damages to cover the loss of expectation of life; and, if so, whether it is proposed to admit the same principle in respect of claims under the Workmen's Compensation Act.

THE ATTORNEY-GENERAL: I have been asked to reply. The effect of the legislation introduced as a result of the recommendations of the Law Revision Committee is kept constantly under review by my Noble Friend the Lord Chancellor with a view to seeing whether in due course amendment of the law as passed by Parliament is required. The decision referred to will fall to be considered in this connection. The last part of the question does not therefore arise, but I might point out that the principle of the Workmen's Compensation Act is not based on the right to recover damages for negligence. [21st October.

RENT RESTRICTION.

Mr. ELLIS SMITH asked the Minister of Health when he expects to receive the departmental committee's report on the Rent Restriction Acts; will he consider the large reductions in wages which took place between 1920 and 1930 while rents remained fixed; and will he bear in mind the need for a substantial reduction in rents.

THE MINISTER OF HEALTH (Sir Kingsley Wood): I understand from the chairman of this committee that I may expect to receive this report within the next few weeks. The whole position regarding rent control will be carefully considered in the light of the report. [21st October.

SUMMARY JURISDICTION COURTS (DEPOSITIONS).

Mr. LIDDALL asked the Attorney-General whether he will recommend that magistrates' clerks should discontinue the now out-of-date practice of taking down in longhand the evidence of witnesses, and that, in order to avoid the waste of time of the whole court, evidence should be, as given, taken down by a shorthand typist or by dictaphone, and the transcript read aloud in court to the witnesses for confirmation.

Mr. LLOYD: I have been asked to reply. Attention has been given to the question of what is the most convenient and efficient method of taking depositions, and there is a recommendation in the report of the recent departmental committee on Courts of Summary Jurisdiction in the Metropolitan Area that the taking of depositions in shorthand should be tried experimentally at one or two London Courts. This suggestion is being considered. [21st October.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Mr. FREDERICK JAMES TUCKER, K.C., as one of the Justices of the High Court of Justice, King's Bench Division. Mr. Tucker was called to the Bar by the Inner Temple in 1914, and took silk in 1933. He was appointed Recorder of Southampton last year.

The India Office announces that the King has been pleased to approve the following appointments:—

Mr. ARCHIBALD HENRY DE BURGH HAMILTON, I.C.S., as Judge of the Oudh Chief Court, in succession to Mr. Justice Srivastava, with effect from 22nd October, and Mr. NURUL AZEEM KHUNDKAR as a Puisne Judge of the High Court of Judicature at Calcutta, in the vacancy which will be created by the retirement of Mr. Justice Cunliffe in November.

A private committee of the L.C.C. has selected Major H. N. STAFFORD to be coroner for the West London district, and Dr. R. B. HERVEY WYATT as coroner for the East London district. Major Stafford and Dr. Wyatt were both called to the Bar by the Inner Temple in 1935.

Notes.

At the hearing of a workman's compensation case in the Newfoundland Supreme Court, on 21st October, says *The Times*, Mr. Justice Higgins presided, one of his sons appeared for the claimants, and another son represented the defendant company.

The directors of the Legal & General Assurance Society, Ltd., have declared an interim dividend for the year 1937 at the rate of ninepence per share, free of income tax, payable on the 1st January, 1938. The transfer books and share registers will be closed from the 14th to the 31st December, inclusive.

A meeting of members of the Incorporated Society of Auctioneers and Landed Property Agents and their friends will be held at the Society's headquarters at 34, Queen's Gate, S.W.7, at 7.30 p.m. on Tuesday, 2nd November. Mr. Colin Pearson, B.A., Barrister-at-Law, standing counsel to the Society, will address the meeting on "Recent Changes in Rating Law." Refreshments will be served from 6.30 p.m.

The University of London announces that a lecture on "The New Positivism in International Law" will be given at University College, London, Gower Street, W.C.1, by Ludwik Ehrlich, D.Litt. (Oxon), D.Jur., Professor of International Law in the John Casimir University, Lwów, Poland, at 5.30 p.m., on Wednesday, 3rd November. The lecture is addressed to students of the University and to others interested in the subject. Admission free, without ticket.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP II. MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
Nov. 1	Blaker	Andrews	More	*Blaker
,, 2	More	Jones	Hicks Beach	*More
,, 3	Hicks Beach	Ritchie	Andrews	*Hicks Beach
,, 4	Andrews	Blaker	Jones	*Andrews
,, 5	Jones	More	Ritchie	*Jones
,, 6	Ritchie	Hicks Beach	Blaker	Ritchie

DATE.	GROUP II. MR. JUSTICE FARWELL. Witness. Part I.	MR. JUSTICE BENNETT. Witness. Part II.	GROUP I. MR. JUSTICE CROSSMAN. Non-Witness.	MR JUSTICE SIMONDS. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Nov. 1	*Ritchie	Andrews	Jones	*Hicks Beach
,, 2	*Blaker	Jones	Ritchie	*Andrews
,, 3	*More	Ritchie	Blaker	*Jones
,, 4	Hicks Beach	Blaker	More	*Ritchie
,, 5	Andrews	More	Hicks Beach	*Blaker
,, 6	Jones	Hicks Beach	Andrews	More

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 4th November, 1937.

	Div. Months.	Middle Price 27 Oct. 1937.	Flat Interest Yield.	‡ Approximate Yield with redemption
ENGLISH GOVERNMENT SECURITIES			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	109	3 13 5	3 7 0
Consols 2½%	JAJO	74½	3 7 1	—
War Loan 3½% 1952 or after	JD	100½xd	3 9 10	3 9 7
Funding 4% Loan 1960-90	MN	110½	3 12 5	3 6 9
Funding 3% Loan 1959-69	AO	96	3 2 6	3 4 1
Funding 2¾% Loan 1952-57	JD	95	2 17 11	3 1 9
Funding 2½% Loan 1956-61	AO	89	2 16 2	3 3 8
Victory 4% Loan Av. life 22 years	MS	109½	3 13 1	3 7 8
Conversion 5% Loan 1944-64	MN	112	4 9 3	2 15 11
Conversion 4½% Loan 1940-44	JJ	107	4 4 1	2 1 5
Conversion 3½% Loan 1961 or after	AO	100⅜	3 9 6	3 9 1
Conversion 3% Loan 1948-53	MS	99½	3 0 4	3 0 10
Conversion 2½% Loan 1944-49	AO	95¾	2 12 3	2 19 2
Local Loans 3% Stock 1912 or after	JAJO	85½	3 10 2	—
Bank Stock	AO	332½	3 12 1	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	77	3 11 5	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	84	3 11 5	—
India 4½% 1950-55	MN	111xd	4 1 1	3 8 7
India 3½% 1931 or after	JAJO	92½	3 15 8	—
India 3% 1948 or after	JAJO	78½	3 16 5	—
Sudan 4½% 1939-73 Av. life 27 years	FA	111	4 1 1	3 16 10
Sudan 4% 1974 Red. in part after 1950	MN	107½	3 14 5	3 5 8
Tanganyika 4% Guaranteed 1951-71	FA	108	3 14 1	3 4 9
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	105	4 5 9	3 3 2
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	90	2 15 7	3 4 10
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	105	3 16 2	3 12 4
Australia (Commonw'th) 3% 1955-58	AO	90	3 6 8	3 13 9
Canada 4% 1953-58	MS	108	3 14 1	3 6 11
*Natal 3% 1929-49	JJ	99	3 0 7	3 2 3
New South Wales 3½% 1930-50	JJ	99	3 10 8	3 12 0
New Zealand 3% 1945	AO	98	3 1 3	3 6 1
Nigeria 4% 1963	AO	108	3 14 1	3 10 6
Queensland 3½% 1950-70	JJ	97	3 12 2	3 13 1
South Africa 3½% 1953-73	JD	102	3 8 8	3 6 8
Victoria 3½% 1929-49	AO	98	3 11 5	3 14 2
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	87	3 9 0	—
Croydon 3% 1940-60	AO	94	3 3 10	3 7 10
*Essex County 3½% 1952-72	JD	102	3 8 8	3 6 8
Leeds 3% 1927 or after	JJ	84	3 11 5	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	98	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	71	3 10 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	84	3 11 5	—
Manchester 3% 1941 or after	FA	83	3 12 3	—
Metropolitan Consd. 2½% 1920-49	MJSD	95	2 12 8	3 0 0
Metropolitan Water Board 3% "A" 1963-2003	AO	85½	3 10 2	3 11 6
Do. do. 3% "B" 1934-2003	MS	86½	3 9 4	3 10 6
Do. do. 3% "E" 1953-73	JJ	93½	3 4 2	3 6 3
*Middlesex County Council 4% 1952-72	MN	106	3 15 6	3 9 7
* Do. do. 4½% 1950–70	MN	112	4 0 4	3 6 10
Nottingham 3% Irredeemable	MN	83½	3 11 10	—
Sheffield Corp. 3½% 1968	JJ	101½	3 9 0	3 8 5
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	106½	3 15 1	—
Gt. Western Rly. 4½% Debenture	JJ	116½	3 17 3	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	127½	3 18 5	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	124½	4 0 4	—
Gt. Western Rly. 5% Preference	MA	117½	4 5 1	—
Southern Rly. 4% Debenture	JJ	105½	3 15 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 1
Southern Rly. 5% Guaranteed	MA	124½	4 0 4	—
Southern Rly. 5% Preference	MA	114	4 7 9	—

*Not available to Trustees over par.

‡In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

COUNTY COURT CALENDAR FOR NOVEMBER, 1937.

Circuit 1—Northumberland, etc.
His Hon. Judge Thesiger
Alnwick,
Berwick-on-Tweed, 24
Blyth,
Consett, 26
Gateshead, 23
Hexham,
Jarrow,
Morpeth, 15
†*Newcastle-upon-Tyne, 5 (R.B.), 12 (J.S.), 16, 17 (B.), 18, 22 (A.), 26 (R.B.)
North Shields, 25, 29 (B.)
South Shields, 10, 11

Circuit 2—Durham, etc.
His Hon. Judge Richardson
Barnard Castle,
Bishop Auckland, 24
*Durham, 22, 23
Guisborough
†*Middlesbrough, 3 (J.S.), 10, 15, 25
Seaham Harbour, 1
†*Stockton-on-Tees, 2, 16, 30
Stokesley (*as business requires*)
†*Sunderland, 12, 17, (B.) 18 (*R.B. every Thursday*)
†West Hartlepool, 5, 19

Circuit 3—Cumberland, etc.
His Hon. Judge Allsebrook
Alston, 12
Appleby, 6 (R.)
†*Barrow-in-Furness, 8, 9
Brampton,
*Carlisle, 16
Cockermouth, 11
Haltwhistle,
*Kendal, 17
Keswick,
Kirkby Lonsdale, 16 (R.)
Millom,
Penrith, 18
Ulverston, 30
†*Whitehaven, 10
Wigton,
Windermere, 11 (R.)
*Workington,

Circuit 4—Lancashire.
His Hon. Judge Peel, O.B.E., K.C.
Accrington, 11
†*Blackburn, 1, 3 (R.B.), 8, 15 (J.S.)
†*Blackpool, 3, 4, 10, 17 (J.S.), 19 (R.B.)
*Chorley, 18
Clitheroe, 16 (R.)
Darwen, 19 (R.)
Lancaster, 5
†*Preston, 2, 9, 12 (J.S.), 26 (R.B.)

Circuit 5—Lancashire.
His Hon. Judge Crosthwaite
†*Bolton, 10, 17, 23 (J.S.)
Bury, 9, 15 (J.S.), 29
*Oldham, 11, 18, 25 (J.S.)
*Rochdale, 19 (J.S.), 26
*Salford, 9 (J.S.), 12, 16 (J.S.), 22, 24 (J.S.) 30.

Circuit 6—Lancashire.
His Hon. Judge Dowdall, K.C.
His Hon. Judge Procter
†*Liverpool, 1, 2, 3, 4, 5 (B.), 8, 9, 10, 11, 12 (B.), 15, 16, 17, 18, 19 (B.), 22, 23, 24, 25, 26 (B.), 29, 30
St. Helens, 10, 24
Southport, 9, 23
Widnes, 12
*Wigan, 11, 25

Circuit 7—Cheshire, etc.
His Hon. Judge Richards
Altrincham, 17
*Birkenhead, 4 (R.), 11 (R.), 15, 16, 18 (R.), 25 (R.), 29, 30
Chester, 2
*Crewe, 12
Market Drayton, 26
Nantwich, 1
*Northwich, 11
Runcorn, 9
Sandbach,
*Warrington, 4, 25 (R.)

Circuit 8—Lancashire.
His Hon. Judge Leigh
Leigh, 5, 19
†*Manchester, 1, 2, 3, 4, 8, 9, 10, 11, 12 (B.), 15, 16, 17, 18, 22, 23, 24, 25, 26 (B.), 29, 30

Circuit 10—Lancashire, etc.
His Hon. Judge Burgis
*Ashton-under-Lyne, 5, 26, 29 (R.B.)
*Burnley, 4, 15 (R.B.), 18, 19
Colne, 17
Congleton, 12
Hyde, 10
*Macclesfield, 9 (R.B.), 25
Nelson,
Rawtenstall, 3
Stalybridge, 11
*Stockport, 2, 9, 23, 24, 26 (R.B.), 30
Todmorden, 16

Circuit 12—Yorkshire.
His Hon. Judge Frankland
*Bradford, 2, 3 (R.B.), 5, 9, 12, (J.S.), 17 (R.B.), 18, 30
*Halifax, 4, 11 (J.S.), 12 (R.B.)
*Huddersfield, 10 (R.B.), 16, 17
Keighley, 3
Skipton, 10

Circuit 13—Yorkshire, etc.
His Hon. Judge Essenhigh
*Barnsley, 17, 18, 19
Glossop, 24
Rotherham, 9, 10
*Sheffield, 4, 5, 11, 12, 16 (J.S.), 23, 25, 26

Circuit 14—Yorkshire.
His Hon. Judge Stewart
Dewsbury, 4 (R.B.), 9
Leeds, 2 (R.B.), 3 (R.), 4 (J.S.), 5, 11 (J.S.), 12, 16 (R.B.), 17, 18 (J.S.), 19, 24 (R.), 25 (J.S.), 26, 30 (R.B.)
Otley, 24
Wakefield, 2 (R.), 11 (R.B.), 16

Circuit 15—Yorkshire, etc.
His Hon. Judge Gamon
Darlington, 3
Easingwold, 15
*Harrogate, 5, 19
Helmsley,
Leyburn, 29
*Northallerton, 4, 25
Pontefract, 9 (J.S.), 10, 17, 22
Richmond,
Ripon, 23
Tadcaster,
Thirsk, 18
*York, 2, 16, 30

Circuit 16—Yorkshire.
His Hon. Judge Sir Reginald Banks, K.C.
Beverley, 18 (R.), 19
Bridlington, 15
Goole, 23
Great Driffield, 22
†*Kingston-upon-Hull, 8, 9, 10, 11, 12, (J.S.), 15 (R.B.), 29
New Malton, 24
Pocklington,
*Scarborough, 16, 17, 23 (R.B.)
Selby,
Thorne, 25
Whitby, 17 (R.), 18

Circuit 17—Lincolnshire.
His Hon. Judge Langman
Barton-on-Humber, 5
†*Boston, 4 (R.), 11
Brigg,
Caistor, 23
Gainsborough, 3 (R.), 10
Grantham, 19
†*Great Grimsby, 2, 3 (J.S.), 4, 17 (J.S.), 18 (*R. every Wednesday*)
Holbeach, 24
Horncastle, 15
*Lincoln, 4 (R.), 9, 25 (R.B.)
*Louth, 16
Market Rasen,
Scunthorpe, 15 (R.), 22
Skegness, 5 (R.)
Sleaford, 9
Spalding, 25
Spilsby, 12

Circuit 18—Nottinghamshire, etc.
His Hon. Judge Hildyard, K.C.
Doncaster, 3, 4, 5, 22
East Retford, 9 (R.)
Mansfield, 15, 16
Newark, 5 (R.)
*Nottingham, 4 (R.B.), 10, 11 (J.S.), 12, 17, 18, 19 (B.)
Worksop, 16 (R.), 23

Circuit 19—Derbyshire, etc.
His Hon. Judge Longson
Alfreton, 9
Ashbourne, 2
Bakewell,
Burton-upon-Trent, 10, 11, 24 (R.B.)
Buxton, 8
*Chesterfield, 5, 12
*Derby, 3, 4, 16 (R.B.), 17, 18 (J.S.)
Ilkeston, 16
Long Eaton,
Matlock, 1
New Mills,
Wirksworth,

Circuit 20—Leicestershire, etc.
His Hon. Judge Galbraith, K.C.
Ashby-de-la-Zouch, 11
*Bedford, 15, 17
Bourne, 12
Hinckley, 10
Kettering, 16
*Leicester, 1, 2, 3, 4 (B.), 5 (R.B.), 8, 19 (R.), 22, 29, 30
Loughborough, 9
Market Harborough,
Melton Mowbray, 5 (R.), 19
Oakham, 18 (R.)
Stamford,
Wellingborough, 18

Circuit 21—Warwickshire.
His Hon. Judge Dale
His Hon. Judge Ruegg, K.C. (Add.)
*Birmingham, 1, 2, 3, 4, 5, 8, 9 (B.), 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30

Circuit 22—Herefordshire, etc.
His Hon. Judge Roope Reeve, K.C.
Bromsgrove, 18
Bromyard, 10
Evesham, 17
Great Malvern, 8
Hay, 3
*Hereford, 16
*Kidderminster, 9
Kington,
Ledbury,
*Leominster, 15
*Stourbridge, 4, 5
Tenbury,
*Worcester, 11, 12

Circuit 23—Northamptonshire.
His Hon. Judge Hurst
Atherston, 25
Bletchley, 22
*Coventry, 1, 2, 10 (R.B.), 15
Daventry,
Leighton Buzzard, 4
*Northampton, 5, (R.B.), 8, 9, 16 (R.)
Nuneaton, 12
Rugby, 11, 25 (R.)
Watford, 3, 17, 24

Circuit 24—Monmouthshire, etc.
His Hon. Judge Thomas
Abergavenny, 25
Abertillery, 9
Bargoed, 10
Barry, 4
Blaenavon,
†*Cardiff, 1, 2, 3, 5, 6.
Chepstow,
Monmouth, 22
†*Newport, 16, 18
Pontypool, 17
*Tredegar, 11

Circuit 25—Staffordshire, etc.
His Hon. Judge Tebbs
*Dudley, 9, 16 (J.S.), 30
*Walsall, 4, 11 (J.S.), 18, 25 (J.S.)
*West Bromwich, 3, 10, (J.S.), 17, 24, (J.S.)
*Wolverhampton, 5 (J.S.), 12, 19 (J.S.), 26

Circuit 26—Staffordshire, etc.
His Hon. Judge Ruegg, K.C.
Burslem, 25
*Hanley, 4 (R.), 18, 19
Leek, 8
Lichfield,
Newcastle-under-Lyme, 9
*Stafford, 5
*Stoke-on-Trent, 3
Stone, 22
Tamworth,
Uttoxeter, 26

Circuit 28—Shropshire, etc.
His Hon. Judge Samuel, K.C.
Brecon,
Bridgnorth,
Builth Wells,
Craven Arms,
Knighton,
Llandrindod Wells,
Llanfyllin, 19
Llanidloes, 10
Ludlow, 15
Machynlleth, 12
Madeley, 18
*Newtown, 11
Oswestry, 16
Presteign, 9
*Shrewsbury, 22, 25
Wellington, 23
Welshpool, 17
Whitchurch, 24

Circuit 29—Carnarvonshire, etc.
His Hon. Judge Sir Artemus Jones, K.C.
Bala, 10
†*Bangor, 15
*Carnarvon, 17
Colwyn Bay,
Conway, 18
Corwen, 10
Denbigh, 9
Dolgelly, 11
*Festiniog,
Flint,
Holyhead, 16
Holywell, 8
Llandudno,
Llangefni,
Llanrwst, 12 (R.)
Menai Bridge,
Mold, 24 (R.)
*Portmadoc,
Pwllheli, 12 (R.)
Rhyl, 19
Ruthin,
*Wrexham, 22, 23

Circuit 30—Glamorganshire.
His Hon. Judge Williams, K.C.
*Aberdare, 2, 30
Bridgend, 23, 24, 25, 26
Caerphilly, 18 (R.)
*Merthyr Tydfil, 4, 5
*Mountain Ash, 3
Neath, 16, 17, 18
*Pontypridd, 10, 11, 12
Port Talbot, 19
*Porth, 8
*Ystradyfodwg, 9

Circuit 31—Carmarthenshire, etc.
His Hon. Judge Davies
Aberayron, 18
†*Aberystwyth, 4
Ammanford, 3, 19
Cardigan,
†*Carmarthen, 2
†*Haverfordwest, 17
Lampeter,
Llandilofawr,
Llandovery, 13
Llanelly, 5, 16
Narberth, 15
Newcastle-in-Emlyn, 1
Pembroke Dock,
*Swansea, 8, 9, 10, 11, 12

Circuit 32—Norfolk, etc.
His Hon. Judge Rowlands
Beccles, 22
Bungay,
Diss,
Downham Market,
East Dereham, 3
Eye, 23
Fakenham, 9
†*Great Yarmouth, 18, 19
Harleston, 8
Holt, 4
†*King's Lynn, 11, 12
†Lowestoft, 5
North Walsham, 10
*Norwich, 16, 17
Swaffham,
Thetford, 30
Wymondham,

Circuit 33—Essex, etc.
His Hon. Judge Hildesley, K.C.
Braintree, 12
Brentwood, 9
*Bury St. Edmunds, 2
*Chelmsford, 8
Clacton, 23
Colchester, 24, 25
Felixstowe,
Halesworth,
Halstead,
Harwich,
†*Ipswich, 3, 4, 5
Maldon, 11
Saxmundham, 16
Stowmarket, 26
Sudbury,
Woodbridge, 17

Circuit 34—Middlesex.
His Hon. Judge Dumas
Uxbridge, 2, 9, 16, 23

Circuit 35—Cambridgeshire, etc.
His Hon. Judge Farrant
Biggleswade, 9
Bishops Stortford,
*Cambridge, 10, 11
Ely, 16
Hitchin, 8
Huntingdon, 25
*Luton, 4
March,
Newmarket, 18
Oundle,
*Peterborough, 2, 3, 30
Royston, 26
Saffron Waldon, 22
Thrapston, 17
Wisbech, 23

Circuit 36—Berkshire, etc.
His Hon. Judge Cotes-Preedy, K.C.
*Aylesbury, 5, 19 (R.B.)
Banbury, 3 (R.B.), 10
Buckingham, 23
Chipping Norton, 24
Henley-on-Thames, 26
High Wycombe, 4
*Oxford, 8, 22 (R.B.)
*Reading, 4 (R.), 11 (R.B.), 12
Shipston-on-Stour, 16 (R.)
Stratford-on-Avon, 18
Thame, 25
Wallingford,
Wantage, 30
Warwick, 19 (R.B.)
*Windsor, 16, 17
Witney,

Circuit 37—Middlesex, etc.
His Hon. Judge Hargreaves
Chesham, 9
*St. Albans, 16
West London, 1, 2, 3, 4, 5, 8, 10, 11, 12, 15, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30

Circuit 38—Middlesex, etc.
His Hon. Judge Hancock
*Edmonton 4, 5 (R.), 12 (R.), 17 (R.B.), 18, 19, 24, 25, 26 (R.), 29, 30
Grays Thurrock, 9
*Hertford, 3
Ilford, 1 (R.), 2, 8 (R.), 15 (R.), 16, 22 (R.), 23, 29
*Southend, 10, 11, 12

Circuit 39—Middlesex.
His Hon. Judge Lilley
His Hon. Judge Davies, K.C. (Add.)
Shoreditch, 2, 4, 9, 11, 12, 16, 18, 23, 25, 26, 30
Whitechapel
(*List not yet received.*)

Circuit 40—Middlesex.
His Hon. Judge Thompson, K.C.
His Hon. Judge Drucquer (Add.)
His Hon. Judge Davies, K.C. (Add.)
Bow, 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30

Circuit 41—Middlesex.
His Hon. Judge Earengey, K.C.
His Hon. Judge Davies, K.C. (Add.)
Clerkenwell, 1, 2 (J.S.), 3, 4, 5, 8, 9 (J.S.), 10, 11, 12, 15, 16 (J.S.), 17, 18, 19, 22, 23 (J.S.), 24, 25, 26, 29, 30 (J.S.)

Circuit 42—Middlesex.
His Hon. Judge Sir Hill Kelly
Bloomsbury, 1, 2, 3, 4, 5, 8, 9, 10, 11, 12 (J.S.), 15, 16, 17, 18, 19 (J.S.), 22, 23, 24, 25, 26 (J.S.), 29, 30

Circuit 43—Middlesex.
His Hon. Judge Drysdale Woodcock, K.C.
His Hon. Judge Drucquer (Add.)
Marylebone, 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30

Circuit 44—Middlesex.
His Hon. Judge Sir Mordaunt Snagge
His Hon. Judge Dumas (Add.)
Westminster, *Daily* (*except Saturdays*)

Circuit 45—Surrey.
His Hon. Judge Haydon, K.C.
His Hon. Judge Hurst (Add.)
*Croydon, 9, 10, 11, 16, 17, 23, 30
*Kingston, 5, 12, 19, 26
*Wandsworth, 1, 2, 3, 4, 8, 15, 18, 19, 22, 24, 25, 29

Circuit 46—Middlesex.
His Hon. Judge Drucquer
Barnet, 16, 23, 30
*Brentford, 1, 4, 8, 11, 15, 18, 22, 25, 29
Willesden, 2, 3, 5, 9, 10, 12, 17, 19, 24, 26

Circuit 47—Kent, etc.
His Hon. Judge Wells
*Greenwich, 5, 10, 12, 19, 24, 26
Southwark, 1, 2, 4, 8, 9, 11, 15, 16, 18, 22, 23, 25
Woolwich, 3, 17, 29, 30

Circuit 48—Surrey, etc.
His Hon. Judge Konstam, C.B.E., K.C.
Dorking, 11
Epsom, 3, 17
*Guildford, 4, 18
Horsham, 9
Lambeth, 1, 2, 5, 8, 12, 15, 16, 19, 22, 23, 24, 25, 26, 29, 30
Redhill, 10

Circuit 49—Kent.
His Hon. Judge Clements
Ashford, 8, 29
*Canterbury, 16
Cranbrook, 22
Deal,
*Dover, 17
Faversham, 15
Folkestone, 9, 30
Hythe, 19
*Maidstone, 12
Margate, 18
†Ramsgate, 10
†*Rochester, 24, 25
Sheerness, 11
Sittingbourne, 23
Tenterden,

Circuit 50—Sussex.
His Hon. Judge Austin Jones
His Hon. Judge Archer, K.C. (Add.)
Arundel,
Brighton, 4, 5, 11, 12 (J.S.), 18, 19, 25, 26
†*Chichester, 10
*Eastbourne, 3, 17
*Hastings, 2, 16, 30
Haywards Heath,
*Lewes, 1, 29
Petworth,
Worthing, 9, 23

Circuit 51—Hampshire, etc.
His Hon. Judge Lailey, K.C.
Aldershot,
Basingstoke, 1
Bishops Waltham,
Farnham, 12, 13
*Newport,
Petersfield,
†*Portsmouth, 1 (B.), 4, 11, 18, 25
Romsey,
Ryde, 3
†*Southampton, 2, 9, 16, 17 (B.), 23
*Winchester, 10

Circuit 52—Wiltshire, etc.
His Hon. Judge Jenkins, K.C.
*Bath, 11 (B.), 18 (B.)
Calne, 13
Chippenham, 16
Devizes, 8
*Frome, 9 (B.)
Hungerford,
Malmesbury, 18 (R.)
Marlborough, 23
Melksham,
*Newbury, 17 (B.)
*Swindon, 10, 24 (B.)
Trowbridge, 12
Warminster, 15
Wincanton, 19

Circuit 53—Gloucestershire, etc.
His Hon. Judge Kennedy, K.C.
Alcester, 24
*Cheltenham, 9, 10 (J.S.), 23
Cirencester, 11
Dursley, 18
†*Gloucester, 8, 25
Newent,
Newnham,
Northleach,
Redditch, 12
Ross, 19
Stow-on-the-Wold, 26
Stroud, 16
Tewkesbury, 15
Thornbury, 22
Winchcombe,

Circuit 54—Somersetshire, etc.
His Hon. Judge
†*Bridgwater, 12
†*Bristol, 1, 2, 3, 4, 5 (B.), 15, 16, 17, 18, 19 (B.), 22, 23, 24, 25
*Wells, 9
Weston-super-Mare, 10, 11

Circuit 55—Dorsetshire, etc.
His Hon. Judge Cave, K.C.
Andover, 3 (R.)
Blandford, 22 (R.)
*Bournemouth, 4 (R.), 12 (J.S.), 15, 16 (R.), 17
Bridport, 23
Crewkerne, 9 (R.)
*Dorchester, 5
Lymington, 2 (R.)
†Poole, 10
Ringwood,
*Salisbury, 4
Shaftesbury, 8
Swanage,
†Weymouth, 9
Wimborne, 19
*Yeovil, 11

Circuit 56—Kent, etc.
His Hon. Judge Davies, K.C.
Bromley, 4, 11, 23, 25
Dartford, 9
East Grinstead, 30
Gravesend, 8
Sevenoaks, 22
Tonbridge,
Tunbridge Wells, 18
*Waltham Abbey, 19

Circuit 57—Devonshire, etc.
His Hon. Judge Wethered
Axminster, 15
†*Barnstaple, 2, 30
Bideford, 3
Chard, 16
†*Exeter, 11, 12, 23
Honiton, 17 (R.)
Langport, 11 (R.)
Newton Abbot, 18
Okehampton,
South Molton, 4
Taunton, 8
Tiverton, 17
*Torquay, 8, 10, 24
Torrington,
Totnes, 19
Wellington, 25
Williton, 16 (R.)

Circuit 59—Cornwall, etc.
His Hon. Judge Lias
Bodmin, 2 (R.)
Camelford, 4 (R.)
Falmouth, 2
Helston, 30
Holsworthy,
Kingsbridge, 12
Launceston, 3 (R.)
Liskeard, 18 (R.)
Newquay, 1
Penzance, 3
†*Plymouth, 9, 10, 11
Redruth, 4
St. Austell, 8 (R.), 29
Tavistock, 8
†*Truro, 5

†The Mayor's and City of London Court.
His Hon. Judge Dodson
His Hon. Judge Whiteley, K.C.
His Hon. Judge Thomas
His Hon. Judge Beazley
Guildhall, 1, 2, 3 (A.), 4, 5 (J.S.), 8, 10 (A.), 11, 12 (J.S.), 15, 16, 17 (A.), 18, 19 (J.S.), 22, 23, 24 (A.), 25, 26 (J.S.), 29, 30

* = Bankruptcy Court
† = Admiralty Court
(R.) = Registrar's Court only
(J.S.) = Judgment Summonses
(B.) = Bankruptcy only
(R.B.) = Registrar in Bankruptcy
(Add.) = Additional Judge
(A.) = Admiralty

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